

**AGENDA**  
**REGULAR MEETING OF COUNCIL**  
**February 26, 2018**  
**6:00 PM**

1. ROLL CALL
2. READING OF MINUTES
3. REPORTS & COMMUNICATIONS FROM MAYOR & HEADS OF DEPARTMENTS AND INTERESTED PARTIES AND CITY CLERK'S NOTES
  - 3.A MINUTES OF THE REGULAR MEETING OF THE MEMBERS OF THE SCRANTON HOUSING AUTHORITY HELD JANUARY 8, 2018.  
  
[Scranton Housing Authority 01-08-18.pdf](#)
  - 3.B CONTROLLER'S REPORT FOR MONTH ENDING JANUARY 31, 2018.  
  
[Controller's Report 01-31-18.pdf](#)
  - 3.C TAX ASSESSOR'S REPORT FOR HEARING DATE HELD FEBRUARY 21, 2018.  
  
[Tax Assessor's Report for 2-21-18.pdf](#)
  - 3.D MINUTES OF THE SCRANTON FIREFIGHTERS PENSION COMMISSION MEETING HELD JANUARY 17, 2018.  
  
[Firefighters Pension Commission Meeting 01-17-18.pdf](#)
  - 3.E MINUTES OF THE NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD JANUARY 17, 2018.  
  
[Non-Uniform Municipal Pension Board Minutes 01-17-18.pdf](#)
  - 3.F MINUTES OF THE SCRANTON POLICE PENSION COMMISSION MEETING HELD JANUARY 17, 2018.

[Scranton Police Pension Commission Meeting 01-17-18.pdf](#)

- 3.G MINUTES OF THE COMPOSITE PENSION BOARD MEETING HELD JANUARY 17, 2018.

[Composite Pension Board Minutes 01-17-18.pdf](#)

- 3.H AGENDA FOR THE NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD FEBRUARY 21, 2018.

[Agenda for Non-Uniform Municipal Pension Board 02-21-18.pdf](#)

- 3.I AGENDA FOR CITY PLANNING COMMISSION MEETING TO BE HELD FEBRUARY 28, 2018.

[Agenda for City Planning Commission Meeting 02-28-18.pdf](#)

#### 4. CITIZENS PARTICIPATION

#### 5. INTRODUCTION OF ORDINANCES, RESOLUTIONS, APPOINTMENT AND/OR RE-APPOINTMENTS TO BOARDS & COMMISSIONS MOTIONS & REPORTS OF COMMITTEES:

- 5.A MOTIONS.

- 5.B FOR INTRODUCTION – AN ORDINANCE – CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO.02.229625 ENTITLED “SERRENTI EMERGENCY CENTER” FOR THE RECEIPT AND DISTRIBUTION OF GRANT FUNDS FROM THE PENNSYLVANIA GOVERNOR’S OFFICE LAW ENFORCEMENT ACTIVITIES APPROPRIATIONS GRANT FUNDING IN ORDER TO PROVIDE FUNDING TO CONVERT THE SERRENTI MEMORIAL ARMY RESERVE CENTER INTO AN EMERGENCY SERVICES CENTER.

[Ordinance-2018 Special City Account Serrenti Emergency Center.pdf](#)

- 5.C FOR INTRODUCTION – AN ORDINANCE – ESTABLISHING PERMIT PARKING

ON THE EVEN SIDE OF THE 900 BLOCK OF OLIVE STREET FROM 912 OLIVE STREET EAST TO QUINCY AVENUE AND ON THE ODD SIDE FROM 915 OLIVE STREET EAST TO QUINCY AVENUE.

[Ordinance-2018 Permit Parking 900 block Olive Street.pdf](#)

- 5.D FOR INTRODUCTION – AN ORDINANCE – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO DISBURSE SIX THOUSAND DOLLARS (\$6,000.00) FROM THE UDAG REPAYMENT ACCOUNT INTO WHICH URBAN DEVELOPMENT ACTION GRANTS (UDAG) REPAYMENTS ARE DEPOSITED. THIS WILL COVER THE CITY OF SCRANTON’S SHARE OF COSTS FOR THE UNITED NEIGHBORHOOD CENTERS OF NORTHEASTERN PENNSYLVANIA TO ADMINISTER THE CONTINUUM OF CARE FOR LACKAWANNA COUNTY DURING THE PERIOD JULY 1, 2017 THROUGH JUNE 30, 2018.

[Ordinance-2018 Disburse \\$6K from UDAG Repayment Account.pdf](#)

- 5.E FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF SCRANTON TO SIGN AND SUBMIT THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (“PENNDOT”) APPLICATION FOR TRAFFIC SIGNAL APPROVAL FOR TRAFFIC SIGNAL PERMIT NO.6358 TO UPGRADE EXISTING TRAFFIC SIGNAL AT GREEN RIDGE STREET (SR 011) AND SANDERSON AVENUE.

[Resolution-2018 Traffic Signal Permit Green Ridge and Sanderson.pdf](#)

- 5.F FOR INTRODUCTION – A RESOLUTION – RATIFYING AND APPROVING OF THE EXECUTION AND SUBMISSION OF THE GRANT APPLICATION BY THE CITY OF SCRANTON, ON BEHALF OF THE UNITED NEIGHBORHOOD CENTERS (UNC)/UNITED NEIGHBORHOOD COMMUNITY DEVELOPMENT CORPORATION (UNCDC), TO THE COMMONWEALTH OF PENNSYLVANIA ACTING THROUGH THE COMMONWEALTH FINANCING AUTHORITY FOR A LOCAL SHARE ACCOUNT GRANT, PURSUANT TO THE PA RACE HORSE DEVELOPMENT AND GAMING ACT IN THE AMOUNT OF \$120,000.00 FOR THE PROJECT TO BE KNOWN AS “SOUTH SCRANTON WOMEN’S BUSINESS INCUBATOR PROJECT” LOCATED AT 526-530 CEDAR AVENUE, SCRANTON, PENNSYLVANIA, AND AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS OF THE CITY OF SCRANTON TO ACCEPT THE GRANT, IF SUCCESSFUL AND EXECUTE AND ENTER INTO A LOCAL SHARE ACCOUNT GRANT CONTRACT AND COMMITMENT

LETTER WITH THE COMMONWEALTH OF PENNSYLVANIA TO ACCEPT AND UTILIZE THE GRANT IN THE AMOUNT OF \$120,000.00 AWARDED BY THE COMMONWEALTH OF PENNSYLVANIA FOR SUCH PROJECT.

[Resolution-2018 Grant South Scranton Women's Business Incubator Project.pdf](#)

## 6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A READING BY TITLE - FILE OF THE COUNCIL NO. 3, 2018 - AN ORDINANCE - ESTABLISHING PERMIT PARKING ON THE EASTERLY (EVEN) SIDE ONLY OF THE 300 BLOCK OF TAYLOR AVENUE FROM 316 TO 330 TAYLOR AVENUE (316-322, 324-326 AND 328-330).

[Ordinance-2018 Permit Parking 300 block Taylor Avenue.pdf](#)

- 6.B READING BY TITLE - FILE OF THE COUNCIL NO. 4, 2018 - AN ORDINANCE - AMENDING FILE OF THE COUNCIL NO. 17, 1994 ENTITLED "AN ORDINANCE (AS AMENDED) AUTHORIZING THE GOVERNING BODY OF THE CITY OF SCRANTON TO ENACT 'A WASTE DISPOSAL AND COLLECTION FEE' FOR THE PURPOSE OF RAISING REVENUE TO COVER THE WASTE DISPOSAL AND COLLECTION COSTS INCURRED BY THE CITY OF SCRANTON FOR THE DISPOSAL OF REFUSE", BY IMPOSING A WASTE DISPOSAL AND COLLECTION FEE OF \$300.00 FOR CALENDAR YEAR 2018 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER.

[Ordinance-2018 Waste Disposal Fee for 2018.pdf](#)

## 7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON COMMUNITY DEVELOPMENT - FOR ADOPTION - RESOLUTION NO. 11, 2018 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN ASSUMPTION AGREEMENT WITH CARL VON LUGER, LLC, WHEREIN CARL VON LUGER, LLC WILL ASSUME THE LOAN AMOUNT OF \$40,000.00 TERRA PRETA, LLC RECEIVED FROM THE CITY OF SCRANTON THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, PROJECT NO. 150.34.

[Resolution-2018 Loan Assumption Agreement Carl Von Luger.pdf](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 12, 2018 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A LICENSE AGREEMENT BETWEEN THE COUNTY OF LACKAWANNA, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF PENNSYLVANIA ("COUNTY") AND THE CITY OF SCRANTON, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF PENNSYLVANIA ("CITY") TO PERMIT THE COUNTY TO USE UTILITY POLES OWNED BY THE CITY FOR THE PURPOSE OF HANGING FIBER OPTIC COMMUNICATION LINES FOR THE NEW LACKAWANNA COUNTY GOVERNMENT CENTER.

[Resolution-2018 Fiber Optic Communication Lines for Lacka County.pdf](#)

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON COMMUNITY DEVELOPMENT - FOR ADOPTION - RESOLUTION NO. 13, 2018 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN TO GRANT AGREEMENT AND MAKE A LOAN/GRANT FROM THE CITY OF SCRANTON'S BUSINESS AND INDUSTRY LOAN TO GRANT PROGRAM, PROJECT NO. 150.42 IN AN AMOUNT NOT TO EXCEED \$250,000.00 TO DELTA MEDIX, P.C. TO ASSIST AN ELIGIBLE PROJECT.

[Resolution-2018 Loan to Grant for Delta Medix.pdf](#)

- 7.D FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC SAFETY - FOR ADOPTION - RESOLUTION NO. 14, 2018 - RATIFYING AND APPROVING THE SUBMISSION OF THE GRANT APPLICATION BY THE GRANT MANAGER OF THE CITY OF SCRANTON, LACKAWANNA COUNTY, FOR A PENNSYLVANIA DEPARTMENT OF TRANSPORTATION GREEN LIGHT GO PROGRAM (ROUND 3) GRANT TO REPLACE THE TRAFFIC SIGNAL AT GREEN RIDGE STREET AND WYOMING AVENUE AND AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO ACCEPT AND DISBURSE THE GRANT FUNDS IN THE AMOUNT OF \$135,200.00 TO REPLACE THE TRAFFIC SIGNAL AT GREEN RIDGE STREET AND WYOMING AVENUE.

Resolution-2018 Green Light Go Grant for Traffic Signal at  
Green Ridge St & Wyoming Ave.pdf

8. ADJOURNMENT

**MINUTES OF THE REGULAR  
MEETING OF THE MEMBERS OF  
SCRANTON HOUSING AUTHORITY  
JANUARY 8, 2018**

The members of the Scranton Housing Authority met in a regular session at the office of the Authority in the City of Scranton, Pennsylvania, at 5:00 P.M. on January 8, 2018.

Pledge of Allegiance.

Mrs. Mary Anne Sinclair, Madame Chairman, called the meeting to order. Roll call please.

1. Roll Call.

Present

Mary Anne Sinclair  
Mary Clare Kingsley  
Thomas J. Galella, Jr.

Absent

Thelma Wheeler  
Terrence V. Gallagher

In addition to the board members, those in attendance were Gary P. Pelucacci, Executive Director, Karl P. Lynott, Deputy Executive Director; Boyd Hughes, Solicitor, and Ann Frye, Executive Assistant to the Executive Director.

2. Executive Session.

Mrs. Sinclair: Executive Session.

Attorney Hughes: Yes, we discussed litigation and personnel.

Mrs. Sinclair: Thank you.

3. Approval of the minutes of the Regular Meeting held December 4, 2017.

Mrs. Sinclair: Approval of the minutes of the regular meeting held December 4, 2017.

Ms. Kingsley: So moved.

Mr. Galella: Second.

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FEB 12 2018

OFFICE OF CITY  
COUNCIL/CITY CLERK

Upon roll call, the ayes and nays were as follows:

AYES	NAYS
Mary Anne Sinclair Mary Clare Kingsley Thomas J. Galella, Jr.	None

4. Treasurer's Report for the period November 30, 2017 to January 3, 2018.

Mrs. Sinclair: Treasurer's Report for the period November 30, 2017 to January 3, 2018.

Mr. Galella: This report is as of January 3, 2018. The balances in our checking accounts are \$2,331,524.66. The Section 8 NRA Fund has a balance of \$554.47. This savings account is required by HUD to deposit excess HAP funds not used by the Authority. The payroll account will now be listed as the bank is requiring the account to have on deposit the amount of the direct deposit funds two days prior to the disbursement of the funds. Thus, the SHA will keep at minimum at least \$75,000 on deposit in the payroll account. Investments made in Certificates of Deposits amounted to \$4,698,799.11. Petty Cash totaled \$300.00, for a grand total of \$7,031,178.54. Paid bills from November 30, 2017 to January 3, 2018 were forwarded to all board members. If there are no questions, a motion should be made for approval of this report.

Ms. Kingsley: So moved.

Mr. Galella: Second.

Upon roll call, the ayes and nays were as follows.

AYES	NAYS
Mary Anne Sinclair Mary Clare Kingsley Thomas J. Galella, Jr.	None

5. Secretary's Report.



Mrs. Sinclair: Secretary's Report.

Mr. Pelucacci: There's nothing to report.

6. Committee Reports.

6.(a) Chairman Report.

Mrs. Sinclair: Committee Reports, I have nothing to report at this time. Executive Director's Report.

6. (b) Executive Director Report.

Mr. Pelucacci: Yes, Madame Chairman. Under our Utility Report for the month of November, 2017 our total utility cost was \$169,342.51 and for the month of December, 2017 our total utility cost was \$197,968.20.

On our Tenant's Accounts Receivable Report, for the month of October, 2017 we had a total of 276 delinquents totaling \$138,522.11; for the month of November, 2017 we had 257 delinquents totaling \$152,662.87 and for the month of December, 2017 we had 273 delinquents totaling \$184,794.03.

On our Construction Report Madame Chairman, work is complete on the fire alarm system at Adams High Rise. Work is about to begin on the next two buildings at Valley View Terrace; buildings 15 and 17.

That is all I have, Madame Chairman.

Mrs. Sinclair: Thank you. Attorney Hughes, Solicitor's Report.

6.(c) Solicitor Report.

Attorney Hughes: I have nothing, Madame Chairman.

Mrs. Sinclair: Thank you. Apartment Report.

6.(d) Apartments.

Mr. Pelucacci: Yes, Madame Chairman. Under our Public Housing Program, we have an A.C.C. of 1,268 units with 1,208 units under effective lease. There are Sixty (60) vacant apartments in which Twenty-Four (24) vacant units are under modernization at Valley View Terrace. Under our Section 8 Housing Choice Voucher Program, we have an A.C.C. of 1050 units with 860 units under effective lease. Total apartments under effective lease by the Scranton Housing Authority as of December 31, 2017, are 2,068 out of an A.C.C. of 2,318.

That concludes the Apartment Report, Madame Chairman.

Mrs. Sinclair: Any unfinished business?

7. Unfinished Business.

Mr. Pelucacci: Not to my knowledge, Madame Chairman.

Mrs. Sinclair: New Business.

8. New Business.

8.(a) Proposals for Legal Services – December 15, 2017.

Mr. Pelucacci: Yes Madame Chairman, Item 8(a) is for Legal Services. The Scranton Housing Authority issued a Request for Proposals for Legal Services. The Proposals were due by December 14, 2017. The Authority received one proposal from the Law Firm of Hughes, Nicholls & O'Hara.

The Proposal was reviewed by an internal review committee made up of three SHA employees and the information contained in these proposals were evaluated against the established criteria.

Based on the committee's evaluation, it would be my recommendation that a two (2) year contract for Legal Services be awarded to Hughes, Nicholls & O'Hara at a rate of \$200.00

dollars per hour for Attorney Hughes and \$180.00 dollars per hour for his partners. Associate Attorneys are billed at \$150.00 dollars per hour and Paralegals are billed at \$35.00 dollars per hour.

Ms. Kingsley: So moved.

Mr. Galella: Second.

Upon roll call, the ayes and nays were as follows.

AYES

NAYS

Mary Anne Sinclair  
Mary Clare Kingsley  
Thomas J. Galella, Jr.

None

8.(b) Resolution No. 18-6 – Approval to Adopt a Smoke Free Policy for all of its Properties effective July 1, 2018.

Mr. Pelucacci: Madame Chairman, Item 8(b) is Resolution No. 18-6. In accordance with the United States Department of Housing and Urban Development's directive, it would be my recommendation to approve resolution No. 18-6 adopting a Smoke Free Policy for all of its properties effective July 1, 2018.

Ms. Kingsley: So moved.

Mr. Galella: Second.

Upon roll call, the ayes and nays were as follows.

AYES

NAYS

Mary Anne Sinclair  
Mary Clare Kingsley  
Thomas J. Galella, Jr.

None

8.(c) Resolution No. 18-7 – Approval for the Disposal of Excess Equipment.

Mr. Pelucacci: Madame Chairman, Resolution No. 18-7 is for the Approval to Dispose of Excess Equipment.

“Whereas, the Scranton Housing Authority on June 5, 2000 adopted an Amended Disposition Policy; and

Whereas, in accordance with said Disposition Policy equipment and/or personal property that is worn out, obsolete or surplus to the needs of the Housing Authority excess to be disposed of, must be written off and disposed of in an efficient manner; and

Now, Therefore, Be It resolved that the Board of Commissioners of the Scranton Housing Authority hereby approves the attached list, designated as Exhibit “A” of worn out excess equipment from the referenced developments be written off and disposed of in an efficient manner.”

It would be my recommendation that the Board of Commissioners pass Resolution No. 18-7.

Mr. Galella: So moved.

Ms. Kingsley: Second.

Upon roll call, the ayes and nays were as follows.

AYES

NAYS

Mary Anne Sinclair  
Mary Clare Kingsley  
Thomas J. Galella, Jr.

None

8.(d) Approval for Executive Director to enter into a Memorandum of Agreement between Scranton Housing Authority and the Scranton Police Department to patrol Valley View Terrace and Hilltop Manor. This Agreement is similar to the three previous contracts we have entered into. The term is for one year.

The rate has been increased from \$30.93 per hour to \$31.79 per hour. This increase represents the increase that a Scranton Patrolman received. Two officers will continue to work four hours per night for three nights per week. There is usually a Five Dollar Administrative Fee charge, but like in the previous agreements, the Police Department will be waiving that Five Dollar fee. So, our total cost including everything is \$31.79 per hour.

If it is the Board of Commissioners desire to enter into this Agreement, we should have a motion for its approval.

Mr. Galella: So moved.

Ms. Kingsley: Second.

Upon roll call, the ayes and nays were as follows.

#### AYES

Mary Anne Sinclair  
Mary Clare Kingsley  
Thomas J. Galella, Jr.

#### NAYS

None

Mrs. Sinclair: Personnel.

9. Personnel.

Mr. Pelucacci: Yes, Madam Chairman, under personnel, we have no resignations and one retirement. Donald Granza retired on December 8, 2017.

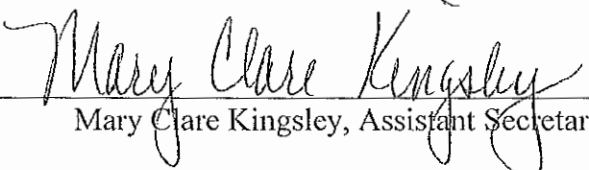
There is currently no one on workers compensation.

Mr. Pelucacci: That concludes the Personnel Report, Madame Chairman.

10. Public Comment.  
(No one present for public comment.)

## 11. Adjournment.

There being no further business to come before the board, the meeting was adjourned at the call of the Chair on motion made by Ms. Kingsley, and seconded by Mr. Galella.

  
Mary Clare Kingsley, Assistant Secretary

## *Certificate*

I, Mary Clare Kingsley, hereby certify that:

1. I am the duly appointed, qualified and Assistant Secretary of the Scranton Housing Authority.

2. I am custodian of the records of said Authority.

3. The attached copy of the Minutes of the Regular Meeting of said Authority held January 8, 2018 is a true and correct copy of the original Minutes of said meeting, as approved at the meeting of said Authority on February 5 , 2018 and is recorded in the Minutes of the Authority.

In Witness Whereof, I have hereunto set my hand and the corporate seal of this Authority this 5th DAY of FEBRUARY, 2018.

  
\_\_\_\_\_  
Mary Clare Kingsley  
Assistant Secretary

*City of Scranton*  
Pennsylvania

*Roseann Novembrino*  
City Controller  
Municipal Building  
Scranton, Pennsylvania 18503  
(570) 348-4125



*Office of the City Controller  
and Bureau of Investigations*

February 15, 2018

RECEIVED

FEB 15 2018

The Honorable Mayor William L. Courtright  
And  
The Honorable City Council  
Municipal Building  
Scranton, Pa 18503

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Mayor and Honorable Council:

In Accordance with the Home Rule Charter of the City of Scranton, I am hereby submitting the report of the Office of the City Controller for the month of January, 2018.

The first section of this report includes a summary of the General Fund Activities for the month as well as a year to date revenue summary. The second section contains a detailed listing of the purchases in all departments for the period. Both sections are the end result of the review, authoritative approval, and audit procedures applicable to each section. This reflects the Controller's integral part of the internal control environment and the application of those independent audit techniques designed to provide improvement within the system and/or identify irregularities.

Rather than traditional audit reports which outline the results of an examination performed on a particular schedule within the calendar cycle, this department applies audit reviews on a daily, bi-weekly and monthly basis. Audit procedures were applied to the following financial applications which are an integral part of or have a direct impact on this report; all cash receipts flowing through the Treasurer's Office, all bank account reconciliations, Capital Budget reviews, Operating budget review/monthly reconciliation, payroll review and reconciliation, and voucher/requisition order review/authorization. Any item considered reportable would have been detailed later in this report (page 2).

This report is presented for your review. All figures are accurate as of this date but are subject to change due to subsequent postings by the Business Administration Department. Any such posting will be accounted for within the next monthly report from this department.

Sincerely,

*Roseann Novembrino*

Roseann Novembrino  
City Controller



**CITY OF SCRANTON  
GENERAL FUND EXPENDITURES  
MONTH OF JANUARY 2018**

<b>CODE #</b>	<b>DEPARTMENT</b>	<b>EXPENDITURES</b>
10	Mayor's Office	\$ 32,698.62
11	Public Safety	-
20	City Council	16,595.58
30	Controller	19,469.05
40	Business Administration	538,916.19
41	Bureau of Human Resources	43,825.31
42	Bureau of Information Technology	20,824.67
43	Treasurer	9,890.17
51	Inspections and Licenses	64,655.79
60	Law	18,200.56
71	Police	1,916,280.15
75	Traffic Maintenance	-
78	Fire	1,403,540.40
80	Public Works	249,721.49
81	Engineering	15,643.48
82	Buildings	15,373.80
83	Highways	261,810.67
84	Refuse	291,800.32
85	Garages	122,895.57
90	Single Tax Office	59,978.93
100	Parks and Recreations	47,757.45
<b>TOTAL DEPARTMENTAL:</b>		<b>\$ 5,149,878.20</b>
<b>NON DEPARTMENTAL</b>		
0140	Scranton Plan	\$ 10,000.00
1000	Boards and Commissions	94,490.00
1100	Utilities	-
1300	Contingency	-
1500	Special Items	129,849.00
1600	Unpaid Bills	-
1700	Grants and Contributions	-
1900	Special Items (Non Add)	-
<b>TOTAL NON DEPARTMENTAL:</b>		<b>\$ 234,339.00</b>
<b>GRAND TOTAL:</b>		<b>\$ 5,384,217.20</b>

**CITY OF SCRANTON  
GENERAL FUND REVENUE REPORT  
FOR THE MONTH OF JANUARY 2018**

<b>CODE #</b>	<b>FUND SOURCE</b>	<b>REVENUES</b>
300	Previous Year Balance	\$ -
301	Real Property Taxes	-
302	Landfill and Refuse Fees	27,656.57
304	Utility Tax	-
305	Non-Resident Tax	-
310	Local Taxes (Act 511)	908,532.60
319	Penalties and Interest (Delinquent Taxes)	-
320	Licenses and Permits	547,736.94
330	Fines and Forfeitures	-
331	Police Fines and Violations	9,800.00
341	Interest Earnings	-
342	Rents and Concessions	500.00
350	Inter-Government-Revenue Reimbursements	-
359	Local Governments (Payments in Lieu)	-
360	Departmental Earnings	-
367	Recreational Departments	2,865.25
380	Cable TV and Miscellaneous Revenue	146.25
392	Interfund Transfers	-
392*	Interfund Transfers (Non Add)	-
394	Tax Anticipation Loan/Note	12,750,000.00
<b>TOTAL</b>		<b>\$ 14,247,237.61</b>
<b>MONTH TO DATE:</b>		
Revenues To January 2018		\$ 14,247,237.61
Expenditures To January 2018		5,384,217.20
<b>NET:</b>		<b>\$ 8,863,020.41</b>

\*Non Add

**CITY OF SCRANTON**  
**JANUARY 31, 2018**  
**GENERAL FUND REVENUE REPORT**  
**YEAR TO DATE**

<b>CODE #</b>	<b>FUND SOURCE</b>	<b>ESTIMATED</b>	<b>REALIZED</b>	<b>UN-REALIZED</b>
300	Previous Year Balance	\$ -	\$ -	\$ -
301	Real Property Taxes	33,827,806.10	-	33,827,806.10
302	Landfill and Refuse Fees	7,662,500.00	27,656.57	7,634,843.43
304	Utility Tax	75,000.00	-	75,000.00
305	Non-Resident Tax	520,000.00	-	520,000.00
310	Local Taxes (Act 511)	39,343,469.39	908,532.60	38,434,936.79
319	Penalties and Interest (Delinquent Taxes)	168,092.00	-	168,092.00
320	Licenses and Permits	1,906,004.00	547,736.94	1,358,267.06
330	Fines and Forfeitures	100.00	-	100.00
331	Police Fines and Violations	360,750.00	9,800.00	350,950.00
341	Interest Earnings	30,000.00	-	30,000.00
342	Rents and Concessions	5,000.00	500.00	4,500.00
350	Inter-Government-Revenue Reimbursements	3,957,646.00	-	3,957,646.00
359	Local Government (Payments in Lieu)	250,000.00	-	250,000.00
360	Departmental Earnings	469,625.00	-	469,625.00
367	Recreational Departments	49,500.00	2,865.25	46,634.75
380	Cable TV and Miscellaneous Revenues	1,115,800.00	146.25	1,115,653.75
392	Interfund Transfers	5,183,505.30	-	5,183,505.30
392*	Interfund Transfers SSA/SPA	-	-	-
394	Tax Anticipation Loan/Note	12,750,000.00	12,750,000.00	-
395	Unfunded Pension	-	-	-
396	Capital Budget Reimbursements	-	-	-
<b>TOTALS</b>		<b>\$ 107,674,797.79</b>	<b>\$ 14,247,237.61</b>	<b>\$ 93,427,560.18</b>

**PURCHASE ORDER REPORT**

MONTH ENDING JANUARY 31, 2018

ACCOUNT BALANCES AS OF JANUARY 31, 2018				
DEPARTMENT / ACCOUNT	2018 BUDGET	JANUARY, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
OFFICE OF THE MAYOR				
0101000000 4270 DUES & SUBSCRIPTIONS PA MUNICIPAL LEAGUE	22,826.70	22,826.70	22,826.70	0.00
0101000000 4290 STATIONERY / OFFICE SUPPLIES	150.00	150.00		150.00
0101000000 4420 TRAVEL & LODGING	1,000.00	1,000.00		1,000.00
DEPARTMENT OF PUBLIC SAFETY				
POLICE BUREAU:				
0101100071 4201 PROFESSIONAL SERVICES ENCUMBERED: CURRENT PERIOD	25,000.00	25,000.00	5,070.00	19,930.00
0101100071 4210 SERVICES & MAINTENANCE FEE CELLEBRITE USA INC. LEXISNEXIS RISK DATA MANAGEMENT POWER DMS, INC. RAGNASOFT, INC. PENNSYLVANIA CHIEFS OF POLICE ASSN.	75,000.00	75,000.00	3,700.00 4,914.12 3,300.00 4,730.00 6,500.00	51,855.88
0101100071 4270 DUES & SUBSCRIPTIONS PENNSYLVANIA CHIEFS OF POLICE ASSN. FBINAA, INC. NATIONAL TACTICAL OFFICER	3,150.00	3,150.00	175.00 110.00 150.00	2,715.00
0101100071 4280 MISCELLANEOUS SERVICES - NON CLASSIFIED	2,000.00	2,000.00		2,000.00
0101100071 4290 STATIONERY / OFFICE SUPPLIES	2,750.00	2,750.00		2,750.00
0101100071 4380 GUNS / AMMUNITION	22,500.00	22,500.00		22,500.00
0101100071 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: CURRENT PERIOD KRANSON CLOTHES	21,000.00	21,000.00	7,048.08 380.00	13,571.92
0101100071 4420 TRAVEL & LODGING RED LION HOTEL HARRISBURG EMBASSY SUITES BALTIMORE	4,000.00	4,000.00	188.70 279.41	3,531.89

DEPARTMENT / ACCOUNT	2018 BUDGET	JANUARY, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0101100071 4470 TRAINING & CERTIFICATION JOHN E. REID & ASSOCIATES, INC. PROGRESSIVE K-9 ACADEMY, LLC BALTIMORE COUNTY POLICE FOUNDATION PENNSYLVANIA CHIEFS OF POLICE ASSN.	50,000.00	50,000.00	575.00 1,600.00 390.00 100.00	<u>47,335.00</u>
0101100071 4550 CAPITAL EXPENDITURES ENCUMBERED: CURRENT PERIOD	350,000.00	350,000.00	141,359.87	<u>208,640.13</u>
0101100071 4570 MAINTENANCE COMMUNICATION EQUIPMENT	7,500.00	7,500.00		<u>7,500.00</u>
0101100071 6003 SPCA - ANIMAL CONTROL VETERINARY REFERRAL & EMERGENCY CENTER	86,976.00	86,976.00	118.15	<u>86,857.85</u>
<b>FIRE BUREAU:</b>				
0101100078 4201 PROFESSIONAL SERVICES 877 DESIGN	23,000.00	23,000.00	280.00	<u>22,720.00</u>
0101100078 4210 SERVICE & MAINTENANCE FEE 877 DESIGN	15,000.00	15,000.00	1,850.00	<u>13,150.00</u>
0101100078 4270 DUES & SUBSCRIPTIONS	1,000.00	1,000.00		<u>1,000.00</u>
0101100078 4320 BUILDING REPAIR - SUPPLY MAINTENANCE	10,000.00	10,000.00		<u>10,000.00</u>
0101100078 4390 MATERIALS / SUPPLIES (MISC) JUSTUS HOME & GARDEN S & S TOOLS & SUPPLIES GLECO PAINTS, INC	7,250.00	7,250.00	135.40 29.95 81.38	<u>7,003.27</u>
0101100078 4420 TRAVEL & LODGING LUCAS, ALLEN	3,000.00	3,000.00	139.90	<u>2,860.10</u>
0101100078 4430 AIR PACK / REHAB SUPPLIES	6,000.00	6,000.00		<u>6,000.00</u>
0101100078 4470 TRAINING & CERTIFICATION KOCH, TIMOTHY BUCKS COUNTY COMMUNITY COLLEGE	75,000.00	75,000.00	712.71 2,800.00	<u>71,487.29</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	JANUARY, 2018		
		BEGINNING BAL.	ACTIVITY	ENDING BAL.
0101100078 4550 CAPITAL EXPENDITURES	1,250,000.00	1,250,000.00		
SCRANTON ELECTRIC HEATING & COOLING			19,823.00	
				<u>1,230,177.00</u>
0101100078 4570 MAINTENANCE COMMUNICATION EQUIPMENT	4,250.00	4,250.00		
				<u>4,250.00</u>
0101100078 4575 MAINTENANCE-EQUIPMENT	1,000.00	1,000.00		
				<u>1,000.00</u>
0101100078 4580 GENERAL EQUIPMENT	75,000.00	75,000.00		
THE HOME DEPOT			1,749.52	
GLEN SUMMIT SPRINGS WATER			12.65	
WITMER ASSOCIATES, INC.			1,408.00	
				<u>71,829.83</u>

#### OFFICE OF THE CITY CLERK / CITY COUNCIL

0102000000 4201 PROFESSIONAL SERVICES	56,000.00	56,000.00		
				<u>56,000.00</u>
0102000000 4210 SERVICES & MAINTENANCE FEE	15,000.00	15,000.00		
				<u>15,000.00</u>
0102000000 4230 PRINTING & BINDING	6,250.00	6,250.00		
				<u>6,250.00</u>
0102000000 4250 ADVERTISING	31,500.00	31,500.00		
				<u>31,500.00</u>
0102000000 4290 STATIONERY / OFFICE SUPPLIES	500.00	500.00		
				<u>500.00</u>

#### CITY CONTROLLER

0103000000 4201 PROFESSIONAL SERVICES	40,000.00	40,000.00		
				<u>40,000.00</u>
0103000000 4230 PRINTING AND BINDING	1,000.00	1,000.00		
				<u>1,000.00</u>
0103000000 4240 POSTAGE & FREIGHT	100.00	100.00		
				<u>100.00</u>
0103000000 4270 DUES & SUBSCRIPTIONS	225.00	225.00		
				<u>225.00</u>
0103000000 4290 STATIONERY / OFFICE SUPPLIES	200.00	200.00		
GLEN SUMMIT SPRINGS WATER			51.43	
				<u>148.57</u>
0103000000 4420 TRAVEL AND LODGING	1,000.00	1,000.00		
				<u>1,000.00</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	JANUARY, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
BUSINESS ADMINISTRATION DEPARTMENT ADMINISTRATION				
0104000040 4201 PROFESSIONAL SERVICES	250,000.00	250,000.00		
BUDGET TRANSFER FROM: 0104000040 6009			(200,000.00)	
STEVENS & LEE			35,000.00	
SAUL EWING, LLP			25,000.00	
PFM FINANCIAL ADVISORS, LLC			25,000.00	
COMMUNITY BANK NA			5,000.00	
SB & COMPANY, LLC			2,500.00	
CUSIP SERVICE BUREAU			134.00	
MCILWEE & QUINN			1,900.00	
IFS SECURITIES			109,369.50	
TURNKEY TAXES			1,000.00	
ENTERPRISE COMMUNITY PARTNER, INC.			12,500.00	
				<u>232,596.50</u>
0104000040 4210 SERVICES & MAINTENANCE FEE	1,750.00	1,750.00		<u>1,750.00</u>
0104000040 4230 PRINTING & BINDING	1,000.00	1,000.00		<u>1,000.00</u>
0104000040 4240 POSTAGE & FREIGHT	30,000.00	30,000.00		<u>30,000.00</u>
0104000040 4250 ADVERTISING	17,250.00	17,250.00		
SCRANTON TIMES			856.30	
				<u>16,393.70</u>
0104000040 4270 DUES & SUBSCRIPTIONS	1,000.00	1,000.00		
GFOA-PA			75.00	
ICMA			720.00	
				<u>205.00</u>
0104000040 4290 STATIONERY / OFFICE SUPPLIES	12,750.00	12,750.00		
ENCUMBERED: CURRENT PERIOD			198.31	
				<u>12,551.69</u>
0104000040 4390 MATERIALS / SUPPLIES (MISC)	600.00	600.00		
GLEN SUMMIT SPRINGS WATER			23.10	
TIERNEY'S OFFICE PRODUCTS			33.00	
				<u>543.90</u>
0104000040 4420 TRAVEL & LODGING	2,500.00	2,500.00		<u>2,500.00</u>
0104000040 4470 TRAINING & CERTIFICATION	2,000.00	2,000.00		
LORMAN EDUCATION SERVICES			449.00	
				<u>1,551.00</u>
0104000040 6009 OPERATING TRANSFERS - WORKERS' COMP	3,743,432.00	3,743,432.00		
BUDGET TRANSFER TO: 0104000040 4201			200,000.00	
				<u>3,543,432.00</u>



DEPARTMENT / ACCOUNT	2018 BUDGET	JANUARY, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0104000040 6024 BANK FEES AND CHARGES	11,000.00	11,000.00		<u>11,000.00</u>
<b>HUMAN RESOURCES:</b>				
0104000041 4201 PROFESSIONAL SERVICES	150,000.00	150,000.00		
WE PAY PROCESSING CHARGES			6,955.50	
C3 GROUP LLC			15,000.00	
				<u>128,044.50</u>
0104000041 4290 STATIONARY / OFFICE SUPPLIES	25,000.00	25,000.00		<u>25,000.00</u>
0104000041 4390 MATERIALS / SUPPLIES (MISC)	500.00	500.00		
GLEN SUMMIT SPRINGS WATER			17.25	
				<u>482.75</u>
0104000041 4420 TRAVEL & LODGING	1,000.00	1,000.00		<u>1,000.00</u>
0104000041 4470 TRAINING & CERTIFICATION	3,000.00	3,000.00		<u>3,000.00</u>
0104000041 4630 LIABILITY / CASUALTY INSURANCE	1,371,000.00	1,371,000.00		
KNOWLES ASSOCIATES L.L.C.			3,129.00	
RIDLEY, CHUFF, KOSIEROWSKI			3,695.50	
				<u>1,364,175.50</u>
<b>INFORMATION TECHNOLOGY:</b>				
0104000042 4201 PROFESSIONAL SERVICES	95,250.00	95,250.00		<u>95,250.00</u>
0104000042 4210 SERVICES & MAINTENANCE FEE	75,000.00	75,000.00		<u>75,000.00</u>
0104000042 4270 DUES AND SUBSCRIPTIONS	500.00	500.00		<u>500.00</u>
0104000042 4290 STATIONARY / OFFICE SUPPLIES	1,000.00	1,000.00		<u>1,000.00</u>
0104000042 4390 MATERIALS / SUPPLIES (MISC)	65,000.00	65,000.00		
SWIETNICKI, FRANK			837.27	
				<u>64,162.73</u>
0104000042 4420 TRAVEL AND LODGING	750.00	750.00		<u>750.00</u>
0104000042 4440 TELEPHONE	150,000.00	150,000.00		
FRONTIER COMMUNICATIONS			7,151.11	
VERIZON			115.59	
COMCAST			2,656.31	
				<u>140,076.99</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	JANUARY, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0104000042 4470 TRAINING & CERTIFICATION	10,000.00	10,000.00		<u>10,000.00</u>
0104000042 4550 CAPITAL EXPENDITURES	250,000.00	250,000.00		<u>250,000.00</u>
0104000042 4560 EQUIPMENT MAINTENANCE / LEASES	50,000.00	50,000.00		<u>50,000.00</u>
<b>TREASURY:</b>				
0104000043 4201 PROFESSIONAL SERVICES	11,250.00	11,250.00		<u>11,250.00</u>
0104000043 4390 MATERIALS / SUPPLIES (MISC)	8,000.00	8,000.00		<u>8,000.00</u>
0104000043 6000 TAX & MISCELLANEOUS REFUNDS	1,000.00	1,000.00		<u>1,000.00</u>
0104000043 6001 TAX COLLECTION COMMITTEE EXPENSE	500.00	500.00		<u>500.00</u>
<b>BUREAU OF LICENSES, INSPECTIONS &amp; PERMITS</b>				
<b>LICENSE, INSPECTIONS &amp; PERMITS:</b>				
0105100051 4201 PROFESSIONAL SERVICES	40,000.00	40,000.00		<u>40,000.00</u>
0105100051 4290 STATIONERY / OFFICE SUPPLIES	500.00	500.00		<u>500.00</u>
0105100051 4390 MATERIALS / SUPPLIES (MISC)	500.00	500.00		<u>500.00</u>
0105100051 4420 TRAVEL AND LODGING	1,000.00	1,000.00		<u>1,000.00</u>
0105100051 4470 TRAINING & CERTIFICATION	1,000.00	1,000.00		<u>1,000.00</u>
0105100051 4550 CAPITAL EXPENDITURES	23,000.00	23,000.00		<u>23,000.00</u>
0105100051 4570 MAINTENANCE COMMUNICATION EQUIPMENT	500.00	500.00		<u>500.00</u>
0105100051 4590 BUILDING DEMOLITION	65,000.00	65,000.00		<u>65,000.00</u>

		JANUARY, 2018		
DEPARTMENT / ACCOUNT	2018 BUDGET	BEGINNING BAL	ACTIVITY	ENDING BAL.
BUREAU OF BUILDINGS:				
0105100082 4201 PROFESSIONAL SERVICES	75,000.00	75,000.00		<u>75,000.00</u>
0105100082 4320 BUILDING REPAIR - SUPPLY MAINTENANCE MARK WHITEHEAD ELECTRICAL SMURL, GERALD	150,000.00	150,000.00	3,098.39 <u>1,534.81</u>	<u>145,366.80</u>
0105100082 4445 SEWER CHARGES	5,000.00	5,000.00		<u>5,000.00</u>
0105100082 4447 UGI - GAS	135,000.00	135,000.00		<u>135,000.00</u>
0105100082 4448 PAWC - WATER	475,000.00	475,000.00		<u>475,000.00</u>
0105100082 4450 ELECTRICAL	275,000.00	275,000.00		<u>275,000.00</u>
0105100082 4465 BUILDING SUPPLIES	1,000.00	1,000.00		<u>1,000.00</u>
LAW DEPARTMENT:				
0106000000 4201 PROFESSIONAL SERVICES JAMS INC.	195,000.00	195,000.00	<u>3,150.00</u>	<u>191,850.00</u>
0106000000 4210 SERVICES AND MAINTENANCE FEE	2,000.00	2,000.00		<u>2,000.00</u>
0106000000 4270 DUES & SUBSCRIPTIONS LACKAWANNA BAR ASSOCIATION	3,950.00	3,950.00	<u>215.00</u>	<u>3,735.00</u>
0106000000 4290 STATIONERY / OFFICE SUPPLIES	500.00	500.00		<u>500.00</u>
0106000000 4390 MATERIALS / SUPPLIES (MISC)	500.00	500.00		<u>500.00</u>
0106000000 4420 TRAVEL & LODGING	1,000.00	1,000.00		<u>1,000.00</u>
0106000000 4470 TRAINING & CERTIFICATION	1,000.00	1,000.00		<u>1,000.00</u>
0106000000 4550 CAPITAL EXPENDITURES	3,250.00	3,250.00		<u>3,250.00</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	BEGINNING BAL	JANUARY, 2018	
			ACTIVITY	ENDING BAL.
DEPARTMENT OF PUBLIC WORKS				
ADMINISTRATION BUREAU:				
0108000080 4201 PROFESSIONAL SERVICES	50,000.00	50,000.00		<u>50,000.00</u>
0108000080 4210 SERVICES & MAINTENANCE FEE	2,040.00	2,040.00		<u>2,040.00</u>
0108000080 4420 TRAVEL AND LODGING	500.00	500.00		<u>500.00</u>
0108000080 4550 CAPITAL EXPENDITURES	10,000.00	10,000.00		<u>10,000.00</u>
0108000080 4570 MAINTENANCE COMMUNION EQUIPMENT	16,500.00	16,500.00		<u>16,500.00</u>
0108000080 4576 MAINTENANCE SUPER FUND SIGHT	13,000.00	13,000.00		<u>13,000.00</u>
0108000080 6007 FLOOD PROTECTION SYSTEM MAINTENANCE	50,000.00	50,000.00		
NORTH END ELECTRIC			410.33	
WILLIAMS INDUSTRIAL SUPPLY			<u>7.90</u>	
				<u>49,581.77</u>
ENGINEERING BUREAU:				
0108000081 4201 PROFESSIONAL SERVICES	69,500.00	69,500.00		
LABELLA ASSOCIATES			<u>5,875.00</u>	
				<u>63,625.00</u>
0108000081 4210 SERVICES & MAINTENANCE FEE	500.00	500.00		<u>500.00</u>
0108000081 4290 STATIONERY / OFFICE SUPPLIES	100.00	100.00		<u>100.00</u>
0108000081 4390 MATERIALS / SUPPLIES (MISC)	250.00	250.00		<u>250.00</u>
0108000081 4470 TRAINING & CERTIFICATION	1,000.00	1,000.00		<u>1,000.00</u>
HIGHWAYS BUREAU:				
0108000083 4260 RENTAL VEHICLES & EQUIPMENT	300,000.00	300,000.00		<u>300,000.00</u>
0108000083 4340 CONSTRUCTION - PAVING MATERIAL	100,000.00	100,000.00		<u>100,000.00</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	JANUARY, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0108000083 4350 PAINT / SIGN MATERIAL	50,000.00	50,000.00		
ENCUMBERED: CURRENT PERIOD			4,269.37	
REED, GENE			199.02	
GENERAL TRAFFIC EQUIPMENT			625.00	
				<u>44,906.61</u>
0108000083 4370 PARKS AND RECREATION SUPPLIES	62,000.00	62,000.00		<u>62,000.00</u>
0108000083 4390 MATERIALS / SUPPLIES (MISC)	37,500.00	37,500.00		
ENCUMBERED: CURRENT PERIOD			998.50	
DALEVILLE ACE HARDWARE			112.47	
LYNADY, MICHAEL			114.50	
				<u>36,274.53</u>
0108000083 4410 SALT	273,500.00	273,500.00		
ENCUMBERED: CURRENT PERIOD			40,792.00	
AMERICAN ROCK SALT CO. LLC			128,421.91	
KEYSTONE QUARRY, INC.			11,651.70	
				<u>92,634.39</u>
0108000083 4460 STREET LIGHTING	375,000.00	375,000.00		<u>375,000.00</u>
0108000083 4466 STREET LIGHTING SERVICE / MAINTENANCE	77,500.00	77,500.00		<u>77,500.00</u>
0108000083 4550 CAPITAL EXPENDITURES	140,000.00	140,000.00		<u>140,000.00</u>
0108000083 4551 ROADWAY RESURFACING PROGRAM	875,000.00	875,000.00		<u>875,000.00</u>
<b>REFUSE BUREAU:</b>				
0108000084 4390 MATERIALS / SUPPLIES (MISC)	1,000.00	1,000.00		<u>1,000.00</u>
0108000084 4420 TRAVEL AND LODGING	1,000.00	1,000.00		<u>1,000.00</u>
0108000084 4490 LANDFILL	1,271,434.74	1,271,434.74		
KEYSTONE SANITARY LANDFILL			88,571.72	
				<u>1,182,863.02</u>
0108000084 4550 CAPITAL EXPENDITURES	180,000.00	180,000.00		<u>180,000.00</u>
<b>GARAGES BUREAU:</b>				
0108000085 4220 CONTRACTED SERVICES	750.00	750.00		
MCCARTHY TIRE SERVICE, INC.			617.50	
				<u>132.50</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	JANUARY, 2018		
		BEGINNING BAL.	ACTIVITY	ENDING BAL.
0108000085 4301 GAS, OIL, LUBRICANTS	295,000.00	295,000.00		
DENAPLES AUTO PARTS			40.00	
D. G. NICHOLAS CO.			2,747.75	
POWELL'S SALES & SERVICE			30.00	
A.I.T. AUTOMOTIVE			28.00	
WEX BANK			15,859.43	
PETROLEUM TRADERS CORPORATION			16,537.50	
				<u>259,757.32</u>
0108000085 4310 EQUIPMENT / VEHICLE REPAIR / MAINTENANCE	325,000.00	325,000.00		
ENCUMBERED: CURRENT PERIOD			2,191.72	
D. G. NICHOLAS CO.			831.18	
DENAPLES AUTO PARTS			701.00	
A.I.T. AUTOMOTIVE			1,224.10	
C. G. CUSTOM TRUCKS			1,827.11	
LONG LIFE SPRING SERVICE			9,841.92	
ELECTRO BATTERY			1,431.00	
INDUSTRIAL ELECTRONICS, INC.			75.00	
POWELL'S SALES & SERVICE			16,035.31	
DENAPLES TOWING, INC.			641.00	
WAYNE COUNTY FORD			682.76	
FIVE STAR EQUIPMENT CO., INC.			59.19	
AIR BRAKE & EQUIPMENT CO., INC.			403.26	
DAVE'S AUTO IGNITION			122.00	
MID-ATLANTIC WASTE SYSTEM			3,690.88	
TRIPLE CITIES ACQUISITIONS, LLC			4.78	
NIVERT METAL SUPPLY, INC.			235.24	
A & H EQUIPMENT CO.			1,453.25	
DAILEY RESOURCES			204.00	
MESKO GLASS & MIRROR			285.00	
JORDAN'S TOWING			200.00	
				<u>282,860.30</u>
0108000085 4360 SMALL TOOLS / SHOP SUPPLIES	6,500.00	6,500.00		
ENCUMBERED: CURRENT PERIOD			1,697.34	
D. G. NICHOLAS CO.			146.99	
S & S TOOLS & SUPPLIES			18.15	
				<u>4,637.52</u>
0108000085 4390 MATERIALS / SUPPLIES (MISC)	49,500.00	49,500.00		
ENCUMBERED: CURRENT PERIOD			246.29	
D. G. NICHOLAS CO.			2,268.96	
C. G. CUSTOM TRUCKS			1,688.20	
NORTHEAST HYDRAULICS			542.88	
FASTENAL COMPANY			670.35	
AIR BRAKE & EQUIPMENT CO., INC.			175.64	
A.I.T. AUTOMOTIVE			14.00	
				<u>43,895.68</u>
0108000085 4401 TIRES	109,500.00	109,500.00		
MCCARTHY TIRE SERVICE, INC.			5,796.37	
				<u>103,703.63</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	JANUARY, 2018		
		BEGINNING BAL.	ACTIVITY	ENDING BAL.
0108000085 4420 TRAVEL AND LODGING	500.00	500.00		<u>500.00</u>
0108000085 4550 CAPITAL EXPENDITURES	25,000.00	25,000.00		<u>25,000.00</u>
0108000085 4901 MAINTENANCE (PREVENTATIVE) FASTENAL COMPANY BRADCO SUPPLY CO.	7,500.00	7,500.00	448.28 2,775.00	<u>4,276.72</u>
<b>PARKS &amp; RECREATION DEPARTMENT</b>				
0110000000 4280 MISC SERVICES - NON CLASSIFIED	5,000.00	5,000.00		<u>5,000.00</u>
0110000000 4290 STATIONERY / OFFICE SUPPLIES ENCUMBERED: CURRENT PERIOD	500.00	500.00	140.16	<u>359.84</u>
0110000000 4320 BUILDING REPAIR - SUPPLY MAINTENANCE	15,000.00	15,000.00		<u>15,000.00</u>
0110000000 4330 MEDICAL, CHEMICAL, LAB SUPPLIES	20,000.00	20,000.00		<u>20,000.00</u>
0110000000 4360 SMALL TOOLS / SHOP SUPPLIES	500.00	500.00		<u>500.00</u>
0110000000 4370 PARKS & RECREATION SUPPLIES	1,000.00	1,000.00		<u>1,000.00</u>
0110000000 4420 TRAVEL AND LODGING	750.00	750.00		<u>750.00</u>
0110000000 4530 PERFORMING ARTS SCRANTON MUSIC ASSOCIATION	20,000.00	20,000.00	12,500.00	<u>7,500.00</u>
0110000000 4540 SPRING / SUMMER PROGRAMS AMERICAN SOCIETY OF COMPOSERS	3,000.00	3,000.00	226.67	<u>2,773.33</u>
0110000000 4550 CAPITAL EXPENDITURES	875,000.00	875,000.00		<u>875,000.00</u>
<b>NON-DEPARTMENTAL EXPENDITURES</b>				
0140110030 4299 ZONING BOARD	18,500.00	18,500.00		<u>18,500.00</u>
0140110060 4299 EVERHART MUSEUM	29,000.00	29,000.00		<u>29,000.00</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	JANUARY, 2018		
		BEGINNING BAL.	ACTIVITY	ENDING BAL.
0140110075 4299 SCRANTON PLAN THE SCRANTON PLAN	60,000.00	60,000.00	10,000.00	50,000.00
0140110080 4299 SCRANTON TOMORROW SCRANTON TOMORROW	75,000.00	75,000.00	75,000.00	0.00
0140110110 4299 SHADE TREE COMMISSION NORTHERN TREE EXPERT CO. TITAN TREE SERVICE	95,000.00	95,000.00	9,990.00 9,500.00	75,510.00
0140110120 4299 ST. CATS AND DOGS	10,000.00	10,000.00		10,000.00
0140110130 4299 MAYOR'S 504 TASK FORCE	1,000.00	1,000.00		1,000.00
0140110140 4299 CIVIL SERVICE COMMISSION	25,000.00	25,000.00		25,000.00
0140110150 4299 HUMAN RELATIONS COMMISSION	25,000.00	25,000.00		25,000.00
0140110155 4299 LHVA TRAIL MAINTENANCE	21,000.00	21,000.00		21,000.00
0140115230 4299 TAN SERIES	12,750,000.00	12,750,000.00		12,750,000.00
0140115240 4299 TAN SERIES INTEREST	494,850.00	494,850.00		494,850.00
0140115310 4299 OPER TSF TO DBT SVC - STREET LIGHTING	450,058.36	450,058.36		450,058.36
0140115320 4299 OPER TSF TO DBT SVC - GUARANTEED ENERGY SAVINGS	171,539.33	171,539.33		171,539.33
0140115324 4299 OPER TSF TO DBT SVC - FDM REVOLVING AID LN	100,000.00	100,000.00		100,000.00
0140115328 4299 OPER TSF 2016 REDEVELOPMENT AUTH SERIES AA	2,061,662.50	2,061,662.50		2,061,662.50
0140115329 4299 OPER TSF TO DBT SVC - LEASE OF REFUSE PACKERS	218,147.96	218,147.96		218,147.96



DEPARTMENT / ACCOUNT	2018 BUDGET	JANUARY, 2018		
		BEGINNING BAL.	ACTIVITY	ENDING BAL.
0140115330 4299 OPER TSF TO DBT SVC - LEASE OF KME ENGINE FIRST BANKERS	49,849.00	49,849.00	49,849.00	0.00
0140115332 4299 OPER TSF TO DBT SVC - SERIES 2017 GENERAL OBLIGATION REFUNDING	3,234,419.34	3,234,419.34		3,234,419.34
0140115334 4299 OPER TSF TO DBT SVC - LEASE OF JOHN DEERE WHEEL LOADER	25,851.02	25,851.02		25,851.02
0140115335 4299 OPER TSF TO DBT SVC - LEASE OF LAW ENFORCEMENT MGMT SYSTEM	219,557.60	219,557.60		219,557.60
0140115336 4299 OPER TSF TO DBT SVC - LEASE OF TURNOUT GEAR KS STATEBANK	80,000.00	80,000.00	80,000.00	0.00
0140115338 4299 OPER TSF TO DBT SVC - 2016 RED AUTH SERIES A	2,420,500.00	2,420,500.00		2,420,500.00
0140115339 4299 OPER TSF TO DBT SVC - 2016 GENL. OBL. NOTES	1,877,000.00	1,877,000.00		1,877,000.00
0140115340 4299 OPER TSF TO DBT SVC - 2016 LEASE FORD TRKS	53,925.94	53,925.94		53,925.94
0140115341 4299 OPER TSF TO DBT SVC - PIB LOAN	244,968.88	244,968.88		244,968.88
0140115342 4299 OPER TSF TO DBT SVC - LEASE STREET LIGHTING	413,345.00	413,345.00		413,345.00
0140115343 4299 2018 ARIEL PLATFORM TRUCK LEASE	102,156.57	102,156.57		102,156.57
0140113090 4299 CONTINGENCY	705,799.10	705,799.10		705,799.10
0140113100 4299 OECD CONTINGENCY	45,000.00	45,000.00		45,000.00
0140116090 4299 UNENCUMBERED EXPENSES PRIOR YEAR OBLIG.	550,000.00	550,000.00		550,000.00
0140116270 4299 COURT AWARDS	350,000.00	350,000.00		350,000.00
0140117020 4299 VETERAN'S ORGANIZATION	75,000.00	75,000.00		75,000.00

DEPARTMENT / ACCOUNT	2018 BUDGET	JANUARY, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0140117040 4299 OPEB TRUST FUND	150,000.00	150,000.00		<u>150,000.00</u>
0140117060 4299 TRIPP PARK COMMUNITY CENTER	1,000.00	1,000.00		<u>1,000.00</u>
0140117080 4299 TARGETED EXPENSES - REVENUE PASS THROUGH ACCOUNT	300,000.00	300,000.00		<u>300,000.00</u>

# TAX ASSESSOR'S REPORT

Hearing Date: 02/21/18

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
12:00 PM	SCRANTON NEIGHBORHOOD HOUSI	CLARKS SUMMIT	0901805001300		10000	
12:10 PM	CHAMPLIN EDMUND	NEWTON	0980301000203		24000	
12:15 PM	FITZSIMMONS KEVIN	CARBONDALE TWP	0540101000111	WALTER CASPER	5000	
12:20 PM	SIX HUNDRED THIRTY NINE REALTY	SCRANTON	14669010023	GREGORY GERMAIN	23250	
12:30 PM	MCNABB CORRINE	SCOTT TWP	0820302004102		34800	
12:35 PM	PATEL JAGADISHCHANDRAJ & AJ	DICKSON CITY	1240701000254		38400	
12:45 PM	TOLANI REKHA	MOOSIC	1850102001086	ANGELO TERRANA JR	58100	
12:50 PM	RUPP JAMES P	JEFFERSON	14003010057		31400	
1:00 PM	IANNETTA SALVATORE& PEGGY& P	JEFFERSON	13804020030		8500	
1:05 PM	JONES ROBERT JR & TINA	SPRINGBROOK TWP	19601020001		29800	
1:20 PM	NEPA ONCOLOGY VENTURES LLC	DUNMORE	1471303000109	PATRICK LAVELLE	10000	
1:25 PM	VIPOND JAMES & SHARON	WAVERLY	06902010003	PATRICK LAVELLE	62980	
1:35 PM	DUFFY DONALD & M-REGAN P & F	NEWTON	1310301000304		16500	
1:40 PM	COLEMAN WILLIAM & JANET	NEWTON TWP	1310301000303		20000	
1:50 PM	HENDERSON CHRISTOPHER & GRE	SOUTH ABINGTON TWP	1000403000132		54200	
2:05 PM	CARPENTER JAMES & BRENDA	SCRANTON	16711020011		18300	
2:15 PM	TOY JASON	MADISON TWP	1720401001206		13500	
2:20 PM	CHAPPELL NATHAN A & MELISSA A	SOUTH ABINGTON TWP	0910201004601		47200	

TOTAL RECORDS 18

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FEB 20 2018

OFFICE OF CITY  
COUNCIL/CITY CLERK



# CITY OF SCRANTON FIREFIGHTERS PENSION COMMISSION

Minutes

January 17, 2018

The Scranton Firefighters Pension Commission was called to order at 08:31 hrs. The following members were in attendance:

Chairman John Judge

Secretary Brian Scott

Active Rep. Jim Sable (Absent)

Retired Rep. Bernard Garvey

Retired Rep. Terry Osborne

Attorney Larry Durkin

Controller Rosanne Novembrino (Mary Lynn Carey by Proxy)

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Motion to accept December 2017 minutes by Garvey, second by Carey. Motion carried.

Correspondence:

Letter from Mayor Courtright appointing Terry Osborne as a retiree representative to the fire pension board.

Bills:

Motion to pay Durkin and MacDonald LCC \$217.50 by Judge, second by Garvey. Motion carried.

Old Business:

None

New Business:

Passing of retirees Fanning and Palutis.

Problem with billing for Donald Kirchner medical exam resolved.

Motion by Garvey to grant 2019 raises to pre-1987 retirees, second by Scott.

On the question: Durkin stated we cannot actually do it but we should vote to do it.

Motion carried.

Garvey asked if 22 million went into pension fund. Durkin stated it is in an account with Morgan Stanley and not a trust fund. Durkin stated the composite pension board has to vote on what happens to the money. Osborne asked if the composite board controls the money and was the union e-boards part of the negotiations. Judge stated yes. Durkin stated per Act 205 the composite board controls the money.

Garvey asked Judge if he got the amount of the retiree raises used in the actuarial, Judge stated no.

Osborne asked if the disability retirees are getting the 25% raises, Durkin stated he will look into it.

Judge asked if the retirees got the 10% from the city, it was stated the police did but it is not a pension issue.

Reorganization of board: Motion by Scott for John Judge to remain President of pension board, second by Garvey. Motion Carried

Motion by Judge for Brian Scott to remain pension board secretary, second by Carey. Motion Carried

Application for Membership:

Motion to accept Robert Bolus Jr. as a member of the pension fund by Scott, second by Garvey. Motion carried.

Motion to accept Drew Nunemocher as a member into pension fund by Scott, second by Garvey. Motion carried

Motion to accept Tyler Buckley as a member into pension fund by Scott, second by Garvey. Motion carried

Application for Pension:

None

Audience:

None

Motion to Adjourn:

Motion to Adjourn by Scott, second by Garvey. Motion Carried

*City of Scranton*  
*Pennsylvania*



*Non-Uniform Municipal Pension Fund*

**MINUTES**

**NON-UNIFORM MUNICIPAL PENSION BOARD**

**JANUARY 17, 2018**

The City of Scranton's Non-Uniform Municipal Pension Board held their monthly meeting on Wednesday, January 17, 2018 at 9:30 a.m. in City Council Chambers.

In attendance were:

**John Hazzouri**, Vice President

**Mary Lynn Carey**, Proxy for City Controller

**Larry Durkin**, Esquire, Attorney for Board

**Lori Reed**, Proxy for City Council

**Danielle Kennedy**, Proxy for Mayor

Absent:

**Ernest Reich**, President

**Vice President Hazzouri** asked for a motion to accept the minutes of the December 20, 2017 meeting as presented.

**Mrs. Kennedy:** Prior to making a motion, I would like to have the minutes clarified on page three and on page six. On page three, it specifically states that Paul O'Hora was eligible to be enrolled in the IAM Pension from his date of hire, which is February 10, 2003. That's incorrect. His eligibility for the IAM Pension was based on a date in 2012 when he joined the Clerical Union. I don't have the specific date but I can get that for you. Then, if we move to page six, it's around the same thing stating for Fania Blackwell that she was eligible to be enrolled in the IAM Pension as of her date of hire, which is August, 2001. That's also incorrect. It should be a date in 2012. That's when her eligibility for the IAM Pension would be effective, so, with those corrections.

**Vice President Hazzouri:** I make a motion to accept the changes that were made to the December 20, 2017 minutes.

**Attorney Durkin:** I would make a motion to accept with those two items.

**Mrs. Reed:** I will second the motion, as amended.

**Vice President Hazzouri:** All in favor say aye. (All were in favor). Motion to accept.

**Vice President Hazzouri:** First item on our agenda, received an invoice from Durkin MacDonald, LLC in the amount of \$ 4,901.00 which represents services rendered from December 19, 2017 through January 15, 2018. Do I have a motion on the floor to accept?

**Mrs. Kennedy** made a motion to pay the invoice to Durkin MacDonald.

**Mrs. Reed** seconded the motion.

**Vice President Hazzouri:** All in favor? (All were in favor). The ayes have it.

**Vice President Hazzouri:** Item number 2, received an invoice payable to Beyer-Barber Company dated January 4, 2018 in the amount of \$350.00 which is for preparation of pension benefit calculations for Single Tax Office retiree Nancy

Matiskella and Scranton Public Library retiree Jacob Felix. Do I have a motion to accept?

**Mrs. Kennedy** made a motion to pay the invoice to Beyer-Barber.

**Vice President Hazzouri:** Second?

**Mrs. Reed** seconded the motion.

**Vice President Hazzouri:** All in favor say aye. (All were in favor). The ayes have it.

**Vice President Hazzouri:** Opened the meeting to the floor.

**Attorney Durkin:** I have a couple of updates, first, with the litigation. Again, there are three lawsuits that are out there involving the double pension issue. One of them is all of the retirees filed a lawsuit called the Mandamus lawsuit. Judge Gibbons had granted our objection to that lawsuit and dismissed it. They then appealed that to the Commonwealth Court. Since the last meeting, they have withdrawn the appeal. So, that lawsuit is over with. So now we are down to two other ones.

The second one is the one that Mrs. Sulla filed and this is the one where they are seeking to make claims against insurance policies. I had filed objections to this lawsuit on the basis that I don't think they have the standing to bring it. Standing is your legal right to be able to sue somebody. There are certain requirements that you have to meet. I don't think that they've actually stated a claim under Pennsylvania Law for what they are trying to do. So we filed our brief in support of why we think it should be tossed. In response to that, I got a call from their lawyer and they asked to amend their complaint to try to address these things. I agreed to that because, if they made a motion with the court, it would be granted as a matter of routine. It seemed it was more economical to simply let them get whatever they want out and see what they come up with and then we'll deal with that, rather than going in on a motion that I know is going to be granted anyway.

The third lawsuit is the appeal of the Board's hearings, which is the most substantive of the three. That one was assigned to Judge Mazzoni. On January 4<sup>th</sup>, he held a



conference with the lawyers and, it was basically a scheduling conference, they have to file a brief within sixty days of the conference and then we will file our response to it thirty days after that. I think he scheduled argument on it for some time in May. So there's a track in place for that case to get to a decision by Judge Mazzoni sometime in May. He's not going to decide it in May but paperwork will be filed by May. I would expect a decision by July or so. That's the most substantive appeal. That's the one where the Board voted to adopt the hearing officers' recommendations and reduce the pension benefits. As part of that one also, Mr. Schimes had filed a motion saying that while the appeal was pending, he should continue to get his benefit. He had filed that in some form last year. Judge Mazzoni asked me to file a response to it so I did. I expect he'll make a decision on that in the next month or so, somewhere around there. So that's where the three cases are at this point.

The fourth issue that I was asked to look at since the last meeting actually involves the issue with the refund of contributions by individuals who were going over to the IAM Pension Fund, which is the discussion we've been having. The timing of these individuals' employment matters. These are individuals who, I think all three of the ones we are talking about had, were they all hired before 2012 in a non-union capacity.

**Mrs. Kennedy:** With the exception of Kelly (Lucas).

**Attorney Durkin:** With the exception of Kelly but then subsequent to 2012 they all became part of the Clerical Union.

**Mrs. Kennedy:** Right.

**Attorney Durkin:** As of 2012, the Clerical Union contract provided that people who come in to the Clerical Union as of that contract can go into the IAM Pension instead of this pension. That only applies to the Clerical Union, first of all. I think under the legal structure, they are entitled to be in a pension. They are not entitled to be in two pensions. So, once they go over to the IAM Pension, they are no longer contributing to this pension. They no longer are eligible, in my opinion, for a pension from here and therefore, their contributions should be refunded. I think what is an anomaly with these people is that it lingered out there for a little while. I don't really know why, but

it has. And, the biggest anomaly, frankly, is Fania Blackwell because she is vested in this pension.

**Mrs. Kennedy:** That was explained to her. We gave all three of them the choice and explained her vesting to her.

**Attorney Durkin:** Once she is no longer contributing and once the refund of her contributions over the years is made to her, even though she has the time in, she doesn't qualify, in my opinion. I did a letter to Kathy (secretary) because this has been a concern. I heard from Joe Wechsler before the end of the year. I have spoken to Kathy about it a couple of times. I've gotten calls from Board members on this. I think particularly with someone who is vested there is this concern that well, what's happening with this. From my perspective, what's happening is she is giving up her right to a pension here. If she were to, and I really don't want to get in to hypotheticals, but, if she were to come in and ask for a pension from here, she would have to qualify under the standards, which would include meaning you are a member of the fund, you've made all of your contributions over the years, you are eligible to make the contributions. The scenario where I have the most concern, frankly, is if someone dies, like before they vest in the IAM Pension. That to me is where things could go...but, that's a risk that she is taking. All three of these people, it is on them to assess this risk and, it may not be that big of a risk for some of them. It may be more of a risk for others, but it is on them. We are not here to give them advice. If they are not in this pension, we will give them their money back and they don't qualify.

**Mrs. Kennedy:** We have a document that Jessica (City Solicitor) drafted that they all signed off on.

**Attorney Durkin:** Right. They all entered Memorandums of Understanding indicating that they were leaving here, going to the IAM. I don't know what benefits the IAM Pension provides. I don't know what their criteria is. They have to deal with that and if something happens where they don't qualify there and they are no longer employed here, I don't know how they are going to qualify for a pension here. But, that's their issue. I think the correct thing to do is if you're not contributing to this pension and, you're in another pension, then you should get your money back. There is no reason

for us to be holding it. In fact, I don't think we should hold it. I think that would create more of a liability for us. I put that in a letter to Kathy and asked her to put it in their files. As Danielle said, they have already been advised of this. They have signed off on it. The risk is on them. They are not going to be receiving two pensions. There is no scenario where I can see where they receive a pension from IAM and here. I think that is the correct thing to do. We've documented it. I've given an analysis of why and their checks have been sent out to them, I think. Right, Kathy?

**Secretary:** Yes.

**Attorney Durkin:** I think the Board is covered. What their relationship is with the IAM, I have no idea and I don't really care, because it is not our concern.

**Vice President Hazzouri:** They signed off?

**Attorney Durkin:** Yes.

**Mrs. Kennedy:** They signed off indicating that they are willingly electing to leave the Non-Uniform (Pension) and go in to the IAM (Pension). We gave them all the choice because, whose fault it was, you know, I am not going to say, I'm not going to put blame on any one person for not catching this five years ago when they all became eligible for the IAM; but, because so much time had passed and especially with Fania, we had the Business Agent from the Clerical Union, he came up. We had a meeting with all of them. He had explained to all of them how the Non-Uniform works; how the IAM works, he knows more about the IAM and the benefit amount and all that. They all had time. We gave them, I think, four to six weeks of time to take it back, ask additional questions, think about it. Some took their time, others signed off...one signed off right away, but the other two took a little bit of time to think about it and ultimately they all ended up signing off saying they want out of the Non-Uniform. They want their refund. And, as of, we started as of January 1, 2018 contributing to the IAM. We are making those contributions to the IAM from the time that they became eligible, that's a whole different thing that this Board does not have to worry about, but from a payroll standpoint, they are not going to see any more Non-Uniform deductions coming out as of 2018.

**Attorney Durkin:** I think we are covered. I hope it works out for them, but, don't come back.

**Vice President Hazzouri:** Anything else?

**Attorney Durkin:** Don't call me if it goes wrong.

**Vice President Hazzouri:** Okay, do I have a motion to adjourn?

**Mrs. Kennedy** made a motion to adjourn the meeting.

**Vice President Hazzouri:** Second?

**Mrs. Reed** seconded the motion.

**Vice President Hazzouri:** All in favor? (All were in favor). Opposed?

Meeting adjourned at 9:50 a.m.

Minutes approved by: \_\_\_\_\_

  
Ernie Reich, President

Date: \_\_\_\_\_

2/21/2018

Respectfully submitted: \_\_\_\_\_

  
Kathy Carrera, Recording Secretary

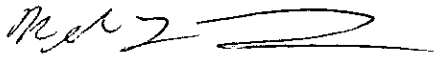
Date: \_\_\_\_\_

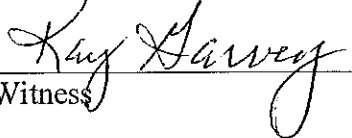
2-21-18

**PROXY**

I, William L. Courtright, hereby revoke any previous proxies and appoint Danielle Kennedy, Human Resource Director/Assistant Business Administrator, as my proxy to attend the meeting of the Non-Uniform Pension Board Meeting and any continuation or adjournment thereof, and to represent, vote and otherwise act for me in the same manner and with the same effect as if I were personally present.

DATE: 01/17/18

  
\_\_\_\_\_  
Mayor William L. Courtright  
City of Scranton

  
\_\_\_\_\_  
Witness

**PROXY**

I, **ROSEANN NOVEMBRINO**, HEREBY REVOKE ANY PREVIOUS  
PROXIES AND APPOINT Mary Lynn Carey AS MY  
PROXY TO ATTEND THE MEETING OF THE **MUNICIPAL**  
**PENSION BOARD** ON Jan 17, 2018  
AND ANY CONTINUATION OR ADJOURNMENT THEREOF AND  
TO REPRESENT, VOTE AND OTHERWISE ACT FOR ME IN THE  
SAME MANNER AND WITH THE SAME EFFECT AS IF I WERE  
PERSONALLY PRESENT.

THIS PROXY AND THE AUTHORITY REPRESENTED HEREIN IS  
VALID ONLY ON THE ABOVE DATE AND SHALL NOT SURVIVE  
SAID DATE.

**DATE:** 1/17/18,

**SIGNED:** Roseann Novembrino

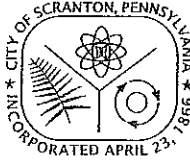
**WITNESS:** Ely Callet

# Council of the City of Scranton

340 No. Washington Avenue • Scranton, Pennsylvania 18503 • Telephone (570) 348-4113 • Fax (570) 348-4207

Lori Reed  
City Clerk

Amil Minora, Esq.  
Counsel



## PROXY

Pat Rogan, President  
Timothy Perry, Vice President  
William Gaughan  
Wayne Evans  
Kyle Donahue

I, Patrick Rogan, hereby revoke any previous proxies and appoint Lori Reed as my proxy to attend the meeting of:

Non-uniform Pension Board

On:

Jan. 17, 2018

And any continuation or adjournment thereof and to represent, vote and otherwise act for me in the same manner and with the same effect as if I were personally present.

This proxy and the authority represented herein is valid only on the above date and shall not survive said date.

Dated: 1-16-18

Signed: Pat Rogan

Witness: Kathy Carrera

city council  
3F  
**SCRANTON POLICE PENSION  
COMMISSION MEETING**

SCRANTON CITY COUNCIL CHAMBERS  
JANUARY 17, 2018

**BOARD MEMBERS**

1. THOMAS TOLAN- ABSENT
2. JUSTIN BUTLER- PRESENT
3. NANCY KRAKE- PRESENT
4. MARY LYNN CAREY-PRESENT
5. PAUL HELRING- PRESENT
6. MICHAEL CAMMEROTA- PRESENT

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ALSO IN ATTENDANCE ATTORNEY LARRY DURKIN.

MINUTES FROM WEDNESDAY DECEMBER 20, 2017 MEETING OF THE SCRANTON POLICE PENSION COMMISSION MEETING, WERE REVIEWED. MOTION MADE BY BUTLER TO ACCEPT THE MINUTES AND SECONDED BY KRAKE. THE MOTION PASSED.

**BILLS:**

A BILL FROM DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR ONE MONTH. DECEMBER 19, 2017 THRU JANUARY 15, 2018 TO THE AMOUNT OF \$522.00

A MOTION MADE BY CAMMEROTA TO PAY DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR 522.00 FROM DECEMBER 19, 2017 THRU JANUARY 15, 2018. SECONDED BY KRAKE, ALL IN FAVOR MOTION PASSED.

ROBERT KEIPER ISSUED A CHECK TO THE BOARD FOR 182.28 FOR TIME BUY BACK. THE TIME WAS FROM FEBRUARY 28, 1990 TO JUNE 19, 1990. SCOTT RHODES



CALCULATED THE PAYMENT. A MOTION WAS MADE BY CAMMEROTA TO ACCEPT THE CHESK AND SECONDED BY BUTLER. ALL IN FAVOR MOTION PASSED.

COMMUNICATION:

ATTORNEY DURKIN REPORTED THE IME REPORT DID NOT COME BACK YET FOR DELWIN MORGAN.

A MOTION TO ADJOURN WAS MADE BY BUTLER AND SECONDED BY KRAKE. MEETING ADJOURNED AT 1008HRS.

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**COMPOSITE PENSION BOARD MINUTES**

January 17, 2018

OFFICE OF CITY  
COUNCIL/CITY CLERK

The regular meeting of the Composite Pension Board was held on Wednesday, January 17<sup>th</sup> at 11:00AM in City Council Chambers.

The following were in attendance:

**DAVID MITCHELL** – Pres. – Police Employee Representative  
**JOHN HAZZOURI** – VP – Municipal Employee Representative  
**PAUL HELRING** – Police Board Representative  
**JOHN JUDGE** – Fire Board Representative  
**DANIELLE KENNEDY** – (Proxy) Mayor  
**LORI REED** – (Proxy) City Council  
**MARY LYNN CAREY** – (Proxy) City Controller  
**LARRY DURKIN** – Durkin MacDonald (Legal Counsel) 4/13/2020  
**MARK YASENCHAK** – PFM Group (Trustee)

David Mitchell... Opened the meeting.

**Correspondence:**

He received an e-mail from Attorney Durkin to the members of the Board about the contract with VOC Rehab, we'll be discussing that later in the meeting.

Also Attorney Durkin realized that we did not sign a contract when we renewed his contract last year. So he sent that out for everyone to review. So we can discuss that later in the meeting.

There also was something sent from Attorney Durkin a copy of a Trust. We will discuss that later in the meeting that the City is proposing for the Board to sign off on.

A report from PFM that was e-mailed to him yesterday. It will be handed out to everyone during the meeting and discussed.

Our secretary sent out to the Scranton Times and advertised our meeting for 2018.

He asked for a Motion to accept the Minutes of the previous meeting. **Motion to accept made by Paul Helring, seconded by John Hazzouri, all were in favor.**

Bills:

**Mellon Bank...** for \$8,113.00 for the billing period for 7/1 – 9/30/17. **Motion made by John Judge to pay, seconded by John Hazzouri, all were in favor.**

**PFM ...** for the period 11/1 – 11/30/17 in the amount of \$9,356.92 **Motion to pay made by John Hazzouri, seconded by Paul Helring, all were in favor.**

**Durkin & MacDonald...** for legal services from 12/19 – 1/15/18 in the amount of \$986.00 **Motion to pay made by Danielle Kennedy, seconded by Lori Reed, John Judge asked Larry if he could send the bill a little earlier so it could be reviewed by the Board. John had a few questions on the bill which Larry answered, all were in favor**

Dave asked if anybody had anything for the Board. Paul Helring asked if there was an update about the Trust Fund. Larry answered that since the last meeting the initial conversation he had with the new Business Administrator on the status of where the money is from the Sewer proceeds and currently it sits in a Morgan Stanley Account which is titled to the City of Scranton. They sent him the most recent statement that they had. It is currently about \$22,940,000.00 It remains basically where it has been.

He spoke with Jessica, the City Solicitor, about the status of the transition from Morgan Stanley. How do we get the money from Morgan Stanley to us. When Council passed that ordinance they adopted this trust mechanism to do it, which basically creates a two-step process, one to the trust, then to the Board depending on what decisions the Board makes. There are a couple of decisions with the trust that the Board has to make. He forwarded to the Board members the trust language that had been agreed upon between the City and the unions council had looked at it, he had looked at it. That is the trust language that Dave has in his e-mail. After that he had spoken with Jessica and she sent him a signature page and they're asking the Board to sign off as a party to the Trust Agreement if they want to we can adopt it today.

It terms of the status of it he also spoke with Jessica about it from the City's prospective as to the conditions which are contained within the trust are they satisfied from the City's prospective she conveyed to him that they are. They are expecting that the Board is going to sign off on the contract with VOC Rehab today. We would have then done the hiring of the disability coordinator. We've already done the retention of the nationally recognized investment manager through PFM and he is not aware of any issue. No issue has been cited to him about the union's compliance with the prior agreements as reference in the trust also.

From our prospective we have met all of the conditions required of the trust. He thinks one of the next steps is how does the Board want to approach the options that are contained within it. The options that are contained within it are in Section 1 and there's basically two variables that the Board would consider. There are two options in that paragraph, if the Board decides not to do either of those things the money then would automatically go into the fund.

John Judge said that Larry told them this morning that it is not actually in the trust. Larry said yes, right now it is in an entitlement account with the City having the legal title to the assets. If it were to go to a trust account much like the pension fund money, the pension fund money is in a custodial account with BNY Mellon which is essentially managed by PFM for investment decisions. You might remember from last year we went through this whole thing with BNY Mellon where we had to set up with them a custodial account but it serves the same purpose whether you call it custodial or trust. It is in a flat investment account. It is to go to the trust once the conditions of the ordinance are satisfied which once we sign off all three will have been satisfied. Presumably we are going to do that today.

Strictly who has legal title to the asset right now the \$23 million, the City has legal title to it. It seems that the next step is how do we get it from there ultimately to here. John Judge said his concern is that the agreement was that that money wasn't going into an account that was titled to the City it was to go into a trust and until such time as we met the conditions of the agreement at that point the money would be transferred from the trust to us and put into the investment. Larry said he thinks they are saying the same thing. The trust has to be set up and to set up the trust you first have to sign off on the Trust Agreement.

John Judge said so it's going from the City's titled account to a trust and then to the investment. Larry said that is the way it's set up. John Judge said that is not the way he read it. He read it that it was going from the City's account to the trust where it got into the entitled account with the City but it was going to be put in and held in trust and they wouldn't be able to touch that money. Cause right now you're telling me essentially if they wanted to renege on something, I know we have a lawsuit against them, the City has ownership to the money, it is not in trust to the pension fund barring the conditions.

From John Judge's understanding and the understanding from every meeting that they were at it said once we agreed to this it is placed in a trust until such time that we met the conditions of the agreement then it would be moved from the trust into our account. Paul said he doesn't think that is right the way John Judge is saying it. Larry said before you move money into a trust the trust has to exist. The trust doesn't exist until the Trust Agreement is signed off and you have an account. A trust is its' own legal entity.

Dave said he thinks the confusion is John that the money has been in an account since the Sewer Authority transferred it over to the City. Until City Council enacted that ordinance in December to allow the City, the two branches of the government enacted a law to create a trust that money has been sitting there from whenever, sometime in 2017. They didn't create a special account to put this money in because of the trust. It has been sitting there since the Sewer Authority transferred the money to the City until the City decided on what it was going to do with it. Then Council adopted an ordinance in December to enact a trust to put this money into it.

Larry said he doesn't think there is a huge difference in what all of us are saying. The money in this account, the Morgan Stanley account, the only money is this account this \$23 million that's the money referenced in the ordinance, it includes some interest while it's sitting there. Council said okay to the Trust Agreement in December, we are now in January we now have a Trust Agreement in front of us. The way the Trust Agreement is written it's between the Composite Pension Board and the City of Scranton. So to formally legally create a trust entitle you have to have a signed Trust Agreement. It is going to have to go under a tax ID number, you have to pen a bank account specifically titled to it. Much like the script the pension fund money is specifically titled to the pension fund.

So ultimately he thinks the objective is to get the money here as quickly as possible. The next step to that is the signed Trust Agreement. Dave said if we can get that approved today for him to sign it, he could sign it with the City and then we could get that money moved over to the trust and then we can see what we need to do to move it over from the trust to the pension fund. His problem is that we're losing money the longer and longer this takes. (They all started talking at the same time and I couldn't make out exactly what was said)

Larry said if the Board can decide what they want to do with the money, decide on whichever option then he's not sure that there is a huge need to create another legal entity to hold it for a brief period of time. There are a couple of decisions that the Board has to make on the use of this money. Under this agreement the most significant language is Section 1A references the \$22.9 million shall be deposited in the following amounts into the following accounts, so shall be, has to go. Shall be is the important verb, verb phrase in the first sentence.

So the first option is upon agreement between the City and the Composite Pension board, you guys have to agree to what is referenced in the sentence. A portion may be deposited into the pension contribution account, a discount rate reduction sub account which his understanding of what that language is a mechanism by which you can reduce the investment rate, the investment rate of return that is contained in the ACT 205 Reports.

A second option is that a portion be deposited into a separate OPED account. His limited understanding of what an OPED account is that it is a separate type of benefit not strictly a pension benefit but more like a health care benefit that is available to retirees. He would rather defer to Jim Kenney and Jessica frankly to better articulate to the Board what those things are rather than him trying to explain. John Judge said he doesn't think we should even consider it. We can have separate account as a pension. We have one account under ACT 205. To start delegating retiree health care insurance. Our mission here is to see that we manage the pension benefits. He doesn't think we should even consider this.

Larry said the Board has to agree on this. When we went through the language on this the concern that he has was that the Board would have basically a veto on any of these options. If the Board say no to either of those things then it simply goes into the fund. He had a conversation yesterday with Jessica, Randee Sekol and Jim Kennedy on these issues. At some point the Board has to make a decision yes or no on these things. How you want to go about doing that is up to you. He thinks some of these things would be better served having explanations come from Jim and Randee then him.

There is only one pension account so that reference in that first sentence to a pension contribution account, discount rate deduction sub account, that wasn't his language. It is a mechanism by which to reduce the interest rate assumption. But ultimately the money comes into the pension account. So he thinks we should get some advice from Jim and Randee. He doesn't know specifically what the substantive of it is that they're referencing. That could be done in between meetings. The Board has certainly done it in the past. You can have a group of members as long as it's not a quorum. If you need to come back and get recommendations to the Board at its' February meeting that's one mechanism to consider these things. Perhaps depending on your decision you can short circuit some of those processes. (Danielle said something but I couldn't make out what she said) Dave said the City has to give us some guidance as to what they are willing to do because we both have to agree.

Paul said so we'll sign the Trust Agreement today and get the initial conversation going and bring it back to the Board members. We can have a work session with the Board members. Lori asked if we could have a work session with all the Board members as provided you don't vote or make decisions. Larry said yes we just have to provide notice of that. It's up to the Board. He thinks Jessica was open to the idea of getting it done sooner rather than later. He said to get it done quickly we should sign the agreement. Dave said we should also find out from the City what their take is on that. They have to be part of this. We can say we want to do A B and C and the City can say no. Before we start taking things into consideration we should see what they are thinking for that rate reduction. That other thing is going to be a non-start, the City is not providing enough information to even consider it.

**John Judge made a Motion to sign the agreement with VOC Rehab, 2<sup>nd</sup> by Paul Helring, any one on the question, no response, all were in favor.**

**John Judge made a Motion to sign the Trust Agreement, seconded by Paul Helring, all were in favor.**

Dave said before we set up a work session maybe himself and Attorney Durkin need to either talk or meet with the City and find out what are they willing to talk about the rate reduction. There are two, are they looking for it to go from 7.5 to 7. Before we start coming up with crazy numbers let's see what they're willing to do. Then we can have a work session with Randee, we can have a work session with Jim, even if it's through the phone a conference call work session to discuss the ramifications of it. He is going to need time to prepare for it as well so we're going to have to give him a heads up on what number's we're looking at. If we're looking at going to 7.25 or 7. Before we start throwing numbers out there he thinks we should find out from the City what their intent is and what they are willing to agree upon.

John Judge said once he gets his questions answered we can make a decision from there. The first step is to talk to the City and see what they are willing to do and see how long it's going to take. They have to get the numbers for us. However we are going to do it, he thinks it could probably be done by e-mail. We can have a work session we just can't vote on it. Larry said we would have to give notice on it. Dave said we can't vote if we don't know, he doesn't want to go back to the City. He wants to know it's agreed upon before we go and vote on it. Larry will reach out to Jessica. John Hazzouri asked if whatever that money is still making are we getting it. Larry answered yes, the balance will be transferred.

Larry said in the process of doing the contract for VOC Rehab he also realized that we never actually signed a contract between the Board and his firm. It was approved a while ago but he never got Gary who was authorized to sign it, he never got it to him. So he e-mailed the Board his contract. The contract like the others is between Larry and the Boards not him and the City. **Paul made a Motion to accept the contract**, no Motion was necessary this had already been done, it just needs to be signed. Larry apologized for missing it. Dave will sign it when he signs the other contracts today.

**Mark Yasenchak...** Distributed reports and made a presentation to the Board. He started off with a market recap the he reviewed the portfolio's returns. In terms of the market we did finish at 21.8% for the S&P 500. Small caps didn't do quite as well. The S&P was up almost 4% yesterday, it's looking for a level down day. Markets continue to climb, not much on the horizon. From an equity market standpoint the biggest things are any kind of political risk, as well as what the Fed is looking to do, what the tax plan is going to produce. Ultimately the tax plan does benefit a lot of American's, particularly corporations. That's pretty good for the stock markets. It can be somewhat negative too but he thinks there is a positive out of that negative. In other words businesses don't necessarily need to make capital expenditure investments with savings, they can do a number of things to benefit shareholders. They can return that money to shareholders in stock buy backs. The stocks are pretty rich right now.

On the fixed income side we did finish the year with 3.5%. That is a pretty good fixed income return. We are starting to see a little more upward in longer term fixed income instruments. The pension plan ended with a strong month is December .95% the benchmark was .97% The 2017 return was 14.11% beat the benchmark which was 13.39% No major changes to the portfolio during the month. He heard this morning that the Fed will raise the interest rate.

We started the period at \$59.2 million \$14.1 million in inflows during the month for the MMO deposit. We ended the period at \$73,940,110.00 that is a return on investments of \$594,986 that was a sizeable return on investments. Update as of January 12<sup>th</sup> the market value was \$75,200,256.00.

**Dave Mitchell...** According to our bi-laws every two years we have to reorganize. **John Judge** nominated **Dave Mitchell** as **President**, seconded by **John Hazzouri**, all were in favor. **Nomination for John Hazzouri** as **Vice-President** made by **John Judge**, seconded by **Paul Helring**, all were in favor. **Dave Mitchell** nominated **Robert Senchak** as **Secretary**, seconded by **John Hazzouri**, all were in favor.

**John Judge...** The fire retirees are asking for the actuarial reports, they want to see the number reduction that led up to the MMO. Dave said that John has that, the three booklets. Larry said he thinks he has it if he does he'll send it. John also asked with the litigation that may come down how does it change their overall liability with the 55. Dave said that was done and calculated by Randee. Dave will send it to John Judge. The calculation he did was for police only.

#### **Audience Participation:**

**Terri Morgan...** Had a few questions which the Board answered.

**Motion to adjourn** made by **Danielle Kennedy**, seconded by **Lori Reed**, all were in favor.

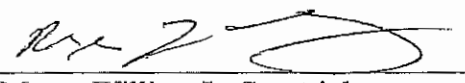
## **February 21<sup>st</sup> is our next meeting.**

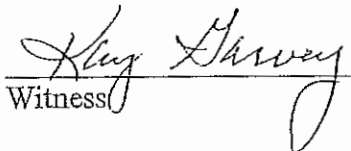


PROXY

I, William L. Courtright, hereby revoke any previous proxies and appoint Danielle Kennedy, Human Resource Director/Assistant Business Administrator, as my proxy to attend the meeting of the Composite Pension Board and any continuation or adjournment thereof, and to represent, vote and otherwise act for me in the same manner and with the same effect as if I were personally present.

DATE: 01/17/18

  
\_\_\_\_\_  
Mayor William L. Courtright  
City of Scranton

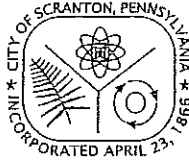
  
\_\_\_\_\_  
Witness

# Council of the City of Scranton

340 No. Washington Avenue • Scranton, Pennsylvania 18503 • Telephone (570) 348-4113 • Fax (570) 348-4207

Lori Reed  
City Clerk

Amil Minora, Esq.  
Counsel



PROXY

Pat Rogan, President  
Timothy Perry, Vice President  
William Gaughan  
Wayne Evans  
Kyle Donahue

I, Patrick Rogan, hereby revoke any previous proxies and appoint Lori Reed as my proxy to attend the meeting of:

Composite Pension Board

On:

Jan. 17, 2018

And any continuation or adjournment thereof and to represent, vote and otherwise act for me in the same manner and with the same effect as if I were personally present.

This proxy and the authority represented herein is valid only on the above date and shall not survive said date.

Dated: 1.16.18

Signed: Pat Rogan

Witness: Kathy Carrera

PROXY

I, ROSEANN NOVEMBRINO, HEREBY REVOKE ANY PREVIOUS  
PROXIES AND APPOINT Mary Lynn Carey AS MY  
PROXY TO ATTEND THE MEETING OF THE COMPOSITE  
PENSION BOARD ON Jan 17, 2018  
AND ANY CONTINUATION OR ADJOURNMENT THEREOF AND  
TO REPRESENT, VOTE AND OTHERWISE ACT FOR ME IN THE  
SAME MANNER AND WITH THE SAME EFFECT AS IF I WERE  
PERSONALLY PRESENT.

THIS PROXY AND THE AUTHORITY REPRESENTED HEREIN IS  
VALID ONLY ON THE ABOVE DATE AND SHALL NOT SURVIVE  
SAID DATE.

DATE: 1/17/18,

SIGNED: Roseann Novembrino

WITNESS: Elly Cella

34

*City of Scranton*  
*Pennsylvania*



RECEIVED

FEB 21 2018

OFFICE OF CITY  
COUNCIL/CITY CLERK

*Non-Uniform Municipal Pension Fund*

**NON-UNIFORM MUNICIPAL PENSION**

**AGENDA**

**FEBRUARY 21, 2018**

1. RECEIVED AN INVOICE FROM DURKIN MACDONALD, LLC IN THE AMOUNT OF \$ 1,031.00 WHICH REPRESENTS SERVICES RENDERED FROM JANUARY 16, 2018 THROUGH FEBRUARY 19, 2018.
2. RECEIVED CHECK #666 DATED FEBRUARY 5, 2018 IN THE AMOUNT OF \$264.00 FROM ANGELA SULLA WHICH REPRESENTS HER PENSION CONTRIBUTIONS FOR 2018.
3. RECEIVED CHECK #5390 DATED FEBRUARY 3, 2018 IN THE AMOUNT OF \$132.00 FROM SCOTT THOMAS WHICH REPRESENTS HIS PENSION CONTRIBUTIONS FOR THE FIRST HALF OF 2018 - JANUARY TO JUNE.



## CITY PLANNING COMMISSION

CITY HALL : 340 NORTH WASHINGTON AVENUE : SCRANTON, PENNSYLVANIA 18503 : PHONE 570-348-4280 : FAX 570-348-4171

CITY PLANNING COMMISSION  
February 28, 2018  
6:00 PM

RECEIVED  
FEB 22 2018  
OFFICE OF CITY  
COUNCIL/CITY CLERK

Meeting Location  
City Council Chambers 2<sup>nd</sup> Floor  
City Hall  
340 N. Washington Ave.  
Scranton, PA

### OLD BUSINESS:

### NEW BUSINESS:

1. Review of Final Subdivision plan by Paul and Frank Piccotti and Lisa Jadick to increase lot size from 815 sf to 3039 sf by consolidating 4 lots into 3 lots at 613 Genet St. (R-1A zone)
2. Review of Final Subdivision plan by Penn East Federal Credit Union to consolidate 9 lots and the former ROW of Wright Ct into one 60,647sf lot at N 7<sup>th</sup> St. and Linden St. (C-G zone)
3. Review of Final Subdivision plan by David and Mary Jane Gould and Tate King, to split lot at 504 Deacon St. between 502 and 508 Deacon St. (R-1A zone).
4. Review of Final Subdivision plan by St. Stanislaus Church 530-534 E Elm St to add 40x75 foot parcel to existing church hall property. (R-1A zone).
5. Review of proposed amendment to Subdivision and Land Development Ordinance to allow for staff review and approval of certain minor subdivision plans.

FILE OF THE COUNCIL NO. \_\_\_\_\_

2018

AN ORDINANCE

**CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229625 ENTITLED "SERRENTI EMERGENCY CENTER" FOR THE RECEIPT AND DISTRIBUTION OF GRANT FUNDS FROM THE PENNSYLVANIA GOVERNOR'S OFFICE LAW ENFORCEMENT ACTIVITIES APPROPRIATIONS GRANT FUNDING IN ORDER TO PROVIDE FUNDING TO CONVERT THE SERRENTI MEMORIAL ARMY RESERVE CENTER INTO AN EMERGENCY SERVICES CENTER.**

WHEREAS, this Special City Account is being established for receiving and distribution of grant funds from the Pennsylvania Governor's Office Law Enforcement Activities appropriations in order to provide funding to convert the Serrenti Memorial Army Reserve Center into an emergency Services Center.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that Special City Account No. 02.229625 is hereby established and that any and all appropriate City officials are authorized to execute any and all documents necessary to set up said account.

**SECTION 1.** If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

**SECTION 2.** This Ordinance shall become effective immediately upon approval.

**SECTION 3.** This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Option Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.



DEPARTMENT OF BUSINESS ADMINISTRATION

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4118 • FAX: 570-348-4225

February 5, 2018

Jessica Eskra, Esq.  
City Solicitor  
Municipal Building  
Scranton, PA 18503

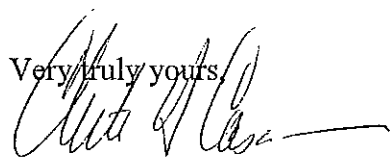
Dear Attorney Eskra:

Please prepare an Ordinance for Scranton City Council creating a new special city account for the purpose of receiving grant funds from the Pennsylvania Governor's Office Law Enforcement Activities appropriations grant funding in order to provide funding to convert the Serrenti Memorial Army Reserve Center into an Emergency Services Center.

**02.229625**  
**Serrenti Emergency Center**

If you should have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,

  
Christe Casciano  
Business Administrator

CAC:nmk

Encls.

Cc: Roseann Novembrino, City Controller  
Wayne Beck, City Treasurer  
Lori Reed, City Clerk  
Andy Marichak, Financial Analyst  
Adam Joyce, Senior Accountant  
Rebecca McMullen, Financial Manager



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

February 12, 2018

To the Honorable Council  
Of the City of Scranton  
Municipal Building  
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE CREATING AND ESTABLISHING  
SPECIAL CITY ACCOUNT NO. 02.229625 ENTITLED "SERRENTI EMERGENCY  
CENTER" FOR THE RECEIPT AND DISTRIBUTION OF GRANT FUNDS FROM  
THE PENNSYLVANIA GOVERNOR'S OFFICE LAW ENFORCEMENT  
ACTIVITIES APPROPRIATIONS GRANT FUNDING IN ORDER TO PROVIDE  
FUNDING TO CONVERT THE SERRENTI MEMORIAL ARMY RESERVE  
CENTER INTO AN EMERGENCY SERVICES CENTER.

Respectfully,

*Jessica Eskra (s)*  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

RECEIVED

FEB 12 2018

OFFICE OF CITY  
COUNCIL/CITY CLERK



FILE OF THE COUNCIL NO. \_\_\_\_\_

2018

AN ORDINANCE

**ESTABLISHING PERMIT PARKING ON THE EVEN SIDE OF THE 900 BLOCK OF OLIVE STREET FROM 912 OLIVE STREET EAST TO QUINCY AVENUE AND ON THE ODD SIDE FROM 915 OLIVE STREET EAST TO QUINCY AVENUE.**

WHEREAS, the City of Scranton has developed a permit parking program whereby a citizen or group of citizens may request that a given right of way be designated permit parking; and

WHEREAS, residents of the 900 Block of Olive Street have petitioned City Council for permit parking for the 900 Block of Olive Street, and a copy of the petition is attached hereto as Exhibit "A" and incorporated herein and made a part hereof; and

WHEREAS, the petition was been sent to the Highway Division of the Scranton Police Department for review and evaluation; and

WHEREAS, the Scranton Police Department conducted a parking study at this location, and, based on the results of that study, are recommending that permit parking be established on the even side of the 900 block of Olive Street from 912 Olive Street east to Quincy Avenue and on the odd side from 915 Olive Street east to Quincy Avenue. See correspondence dated February 2, 2018 from Chief Carl R. Graziano of the Scranton Police Department confirming this designation attached hereto marked as Exhibit "B and made a part hereof.

WHEREAS, the Ordinance establishing the permit parking program requires that streets or parts thereof to be designated as permit parking be designated by the Police Department (the "Administrator") and approved by the governing body after public hearing on the issue.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the even side of the 900 block of Olive Street from 912 Olive Street east to Quincy Avenue and on the odd side from 915 Olive Street east to Quincy Avenue are hereby designated as permit parking only subject to the rules and restrictions as set forth in the Scranton Code pertaining to the residential permit parking program.

**SECTION 1.** If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

**SECTION 2.** This Ordinance shall become effective immediately upon approval.

**SECTION 3.** This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Option Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

# Council of the City of Scranton

340 No. Washington Avenue • Scranton, Pennsylvania 18503 • Telephone (570) 348-4113 • Fax (570) 348-4207

Lori Reed  
City Clerk

Amil Minora, Esq.  
Counsel



Pat Rogan, President  
Timothy Perry, Vice President  
William Gaughan  
Wayne Evans  
Kyle Donahue

January 2, 2018

Chief Carl Graziano  
Scranton Police Department  
100 South Washington Avenue  
Scranton, PA 18503

Dear Chief Graziano:

Scranton City Council has received a petition for **Permit Parking** on the 900 block of Olive Street. (A copy of the petition is attached).

We would appreciate if you could please have your department assess this situation and let our office know the findings and recommendations.

Sincerely,

Lori Reed  
City Clerk

Enclosure

cc: Mrs. A. Turin  
Scranton City Council

DEC 20 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK

{address}

gns Olive St.

"A"

# Scranton Police Department

Superintendent of Police

Chief Carl R. Graziano

Scranton Police Headquarters  
100 South Washington Avenue  
Scranton, Pennsylvania 18503  
Tel: (570) 558-8300  
Email: cgraziano@scrantonpa.gov



## Be Part of The Solution

SCRANTON

February 02, 2018

Jessica Eskra, Esquire  
City Solicitor  
City of Scranton

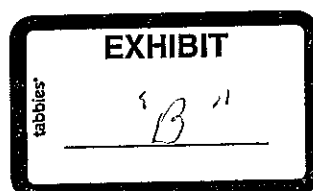
Attorney Eskra,

We had received a petition from residents on the 900 block of Olive Street requesting that their block be considered for residential permit parking. We conducted a parking study at this location, as per city ordinance, and based on the results of that study we are recommending that residential permit parking be established on the even side of the 900 block of Olive Street from 912 Olive Street east to Quincy Avenue and on the odd side from 915 Olive Street east to Quincy Avenue.

Can you please draft an ordinance establishing limited residential permit parking at the above location? Please contact me if you have any questions or concerns on this matter.

Sincerely,

  
Chief Carl R. Graziano





DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

February 12, 2018

To the Honorable Council  
Of the City of Scranton  
Municipal Building  
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE ESTABLISHING PERMIT PARKING ON  
THE EVEN SIDE OF THE 900 BLOCK OF OLIVE STREET FROM 912 OLIVE  
STREET EAST TO QUINCY AVENUE AND ON THE ODD SIDE FROM 915  
OLIVE STREET EAST TO QUINCY AVENUE.

Respectfully,

Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

RECEIVED

FEB 12 2018

OFFICE OF CITY  
COUNCIL/CITY CLERK

FILE OF THE COUNCIL NO. \_\_\_\_\_

2018

AN ORDINANCE

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO DISBURSE SIX THOUSAND DOLLARS (\$6,000.00) FROM THE UDAG REPAYMENT ACCOUNT INTO WHICH URBAN DEVELOPMENT ACTION GRANTS (UDAG) REPAYMENTS ARE DEPOSITED. THIS WILL COVER THE CITY OF SCRANTON'S SHARE OF COSTS FOR THE UNITED NEIGHBORHOOD CENTERS OF NORTHEASTERN PENNSYLVANIA TO ADMINISTER THE CONTINUUM OF CARE FOR LACKAWANNA COUNTY DURING THE PERIOD JULY 1, 2017 THROUGH JUNE 30, 2018.**

**WHEREAS**, the City of Scranton's Office of Economic and Community Development administers Urban Development Action grants (UDAG) for which repayments are received (UDAG Repayments) that are deposited into the UDAG Repayment Account, and

**WHEREAS**, File of Council No. 47, 2008 requires legislation approved by the Governing Body of the City of Scranton prior to disbursement of UDAG Repayments from the UDAG Repayment Account, and

**WHEREAS**, Scranton City Council has requested legislation that would allow the City to provide UDAG "Re-Re" funds to the United Neighborhood Centers of Northeastern Pennsylvania to administer the Continuum of Care for Lackawanna County during the period July 1, 2017 through June 30, 2018. The total cost is \$12,000.00 for a one-year period. Lackawanna County will cover one half (\$ 6,000.00) of the total and the City of Scranton will cover the other half (\$6,000.00).

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON**, that the Mayor and other appropriate City Officials are hereby authorized to disburse Six Thousand dollars (\$6,000.00) from the UDAG Repayment Account into which Urban Development Action Grants (UDAG) repayments are deposited. This will cover the City of Scranton's share of costs for the United Neighborhood Centers of Northeastern Pennsylvania to Administer the Continuum of Care for Lackawanna County during the period July 1, 2017 through June 30, 2018.

**SECTION 1.** If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect

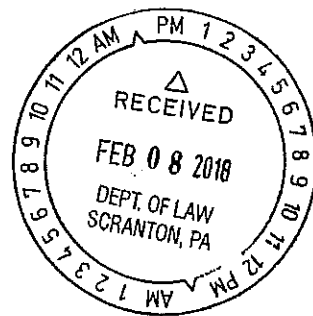
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any other section, clause, provision, or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Resolution, and the effective administration thereof.

**SECTION 2.** This Resolution shall become effective immediately upon approval.

**SECTION 3.** This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.





February 8, 2018

Atty. Jessica Eskra  
340 North Washington Avenue  
City Hall  
Scranton, PA 18503

Re: Ordinance  
UDAG Funding  
Lackawanna County Continuum of Care

Dear Atty. Eskra:

Attached is a Ordinance requesting City Council to approve funding from the UDAG restricted account. This will allow United Neighborhood Centers of NEPA to administer for the City and Lackawanna County the Continuum of Care. See attached agreement. This is a yearly expense that OECD has been covering for the City for years; however, our unrestricted funds are depleted and must use restricted.

If you have any questions, please contact me at [laebli@scrantonpa.gov](mailto:laebli@scrantonpa.gov).

Sincerely,

Linda B. Aebli  
Executive Director

Lba/  
Attachments



# UNITED NEIGHBORHOOD CENTERS of Northeastern Pennsylvania

777 Keystone Industrial Park Road, Throop, Pennsylvania 18512

Phone: (570) 346-0759

www.uncnepa.org

2018 FEB 5 PM 3 33

## CHILD CARE

Administrative Office  
570-344-9882  
Bellevue Center  
570-342-5251  
Progressive Center  
570-207-4950  
Green Ridge Center  
570-961-2224

## COMMUNITY YOUTH

Bellevue Center  
570-342-5251  
Progressive Center  
570-207-4950  
Leaders in Training  
570-961-1592  
Adventure Course  
570-961-1592  
Project Hope  
570-344-9882  
Creative Arts  
570-961-1592

## COMMUNITY SERVICES

Emergency Assistance  
570-343-8835  
Energy Assistance  
570-343-8835  
Transitional Housing  
570-343-8835  
Permanent Supportive Housing  
570-343-8835  
One Stop Shop  
570-343-8835  
Rental Assistance  
570-343-8835  
Angel's Attic  
570-343-8835  
First Time Homebuyers  
570-343-8835  
Violence Intervention  
570-343-8835  
Foreclosure Prevention  
570-343-8835  
Post Foster Care Housing  
570-343-8835  
Community Organizing  
570-343-8835

## SENIOR CENTERS

West Side Center  
570-961-1592  
South Side Center  
570-346-2487  
Carbondale Center  
570-282-6167  
Mid Valley Center  
570-489-4415

SCOLA  
570-346-6203

COMMUNITY HEALTH  
570-880-7130

January 31, 2018

Ms. Linda Aebli  
Executive Director  
Office of Economic and Community Development  
340 North Washington Avenue  
Scranton, PA 18503

Dear Ms. Aebli:

Enclosed please find an agreement between United Neighborhood Centers and the City of Scranton for writing the Continuum of Care for Lackawanna County. This document is a comprehensive study of the homeless population and the capacity of agencies in the county to provide services. United Neighborhood Centers has been writing this document, which is required by HUD for the submission of grants to serve the homeless, for the past fourteen years.

Last year this submission generated over \$2.3 million dollars for a number of programs operated by six different agencies in the county. We are again expecting over \$2 million through this year's process including the addition of new beds for chronic homeless individuals and families and a renewed emphasis on ending Veteran Homelessness in the City of Scranton per the direction of Mayor Courtwright

As in previous years, Lackawanna County will cover one half of the total cost of \$12,000. The City's share will once again be \$6,000.

Shannon Quinn-Sheeran will be coordinating this effort on behalf of United Neighborhood Centers. I have enclosed an agreement between UNC and the City for these services.

Should you have any questions please feel free to contact me at 570-346-0759.

Sincerely,

Michael J. Hanley  
Chief Executive Officer



Member, United Way  
of Lackawanna and  
Wayne Counties  
Member of  
Alliance for Strong  
Families and Communities

## **SUPER NOFA – CONTINUUM OF CARE AGREEMENT**

### **Introduction**

Each year, the Scranton/Lackawanna County Housing Collaborative reviews, evaluates, and updates the community's Continuum of Care (CoC), its system of programs and services, for individuals and families who are in need of shelter, transitional or supportive housing. The process is jointly administered by the City of Scranton Office of Economic and Community Development, the Lackawanna County Department of Human Services, and the Housing Coalition of Lackawanna County, an association of nonprofit service providers and funders.

The CoC review produces data, evaluative comments, and recommendations concerning the community's system of programs and services. These form the basis of the Continuum of Care Exhibit One, a document describing the current system and presenting a one-year plan to maintain and improve it. Exhibit One sets forth local priorities for development of new programs that fill critical gaps in the Continuum; it documents the need for the programs proposed by local agencies for HUD Supported Housing Program funding.

United Neighborhood Centers proposes to manage the annual Continuum of Care review and related work during the period July 1, 2017 through June 30, 2018. Specifics of this proposal are as follows:

### **Scope of Work**

UNC will provide all local assistance to complete this project including data collection, meeting set up and scheduling and local mailing etc. The entire scope of work delivered directly by UNC is as follows:

#### **1. Homeless Continuum of Care Assessment, Evaluation, and Planning**

Structured provider interviews and point-in-time provider surveys will be used to obtain

- Assessment of consumer needs: e.g., emergency shelter for families, individuals.
- Inventory/Assessment of provider resources and needs: e.g., available services, funds

Relevant data on population trends, demographics, etc. will be incorporated as available

Gaps Analysis---data and discussion---based on above data

Dissemination of gaps analysis to prospective Super NOFA applicants

#### **2. Development of a Continuum of Care Plan**

A plan for strengthening the Scranton/Lackawanna Continuum of Care will be developed using the above data and public/agency input from evaluation sessions throughout the year.

The sessions will be coordinated with the Lackawanna County Continuum of Care Board, the Housing Coalition and other provider organizations.

The plan will include,

- A recommended structure/plan of organization for the Continuum (lead agency, committees, etc.)

- Goals, Objectives, Timelines and Responsibilities of Participant Agencies
- Recommended Resource Development strategy
- Recommended next steps for the Scranton/Lackawanna CoC

### 3. Super NOFA Response

Coordination of public meetings/planning meetings, including issuing notices, arranging space, providing RFP announcements, recording the minutes, etc.

Development of CoC Exhibit One, including narrative, forms, statistics

Assembly of the final Super NOFA submittal, including circulation for signatures, copying, mailing, etc.

### Contract Period

The work will be performed during the period July 1, 2017 through June 30, 2018.

### Responsibilities/Relationship of Participants

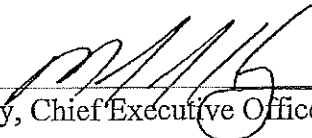
The Housing Coalition for Lackawanna County will serve as lead organization for the Scranton/Lackawanna Continuum of Care. The City of Scranton, and Lackawanna County Department of Human Services will contract with United Neighborhood Centers in provision of the above services. A representative of Lackawanna County DHS and the City of Scranton OECD will serve as points of contact for United Neighborhood Centers.

United Neighborhood Centers will circulate to prospective grantees the Exhibit One Continuum of Care (in draft or final form) to allow them the opportunity to develop their grant applications accordingly. United Neighborhood Centers will not provide consulting/advisory services to prospective applicants and will not review grant applications.

### Fee

United Neighborhood Center's fee for above services for the City of Scranton will be \$6,000.

for United Neighborhood Centers

  
\_\_\_\_\_  
Michael Hanley, Chief Executive Officer

Date: 1.31.18

Acceptance: for Scranton Office of Economic and Community Development

\_\_\_\_\_  
Date: \_\_\_\_\_



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

February 12, 2018

To the Honorable Council  
Of the City of Scranton  
Municipal Building  
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO DISBURSE SIX THOUSAND DOLLARS (\$6,000.00) FROM THE UDAG REPAYMENT ACCOUNT INTO WHICH URBAN DEVELOPMENT ACTION GRANTS (UDAG) REPAYMENTS ARE DEPOSITED. THIS WILL COVER THE CITY OF SCRANTON'S SHARE OF COSTS FOR THE UNITED NEIGHBORHOOD CENTERS OF NORTHEASTERN PENNSYLVANIA TO ADMINISTER THE CONTINUUM OF CARE FOR LACKAWANNA COUNTY DURING THE PERIOD JULY 1, 2017 THROUGH JUNE 30, 2018.

Respectfully,

Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

RECEIVED

FEB 12 2018

OFFICE OF CITY  
COUNCIL/CITY CLERK

RESOLUTION NO. \_\_\_\_\_

2018

**AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF SCRANTON TO SIGN AND SUBMIT THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION ("PENNDOT") APPLICATION FOR TRAFFIC SIGNAL APPROVAL FOR TRAFFIC SIGNAL PERMIT NO. 6358 TO UPGRADE EXISTING TRAFFIC SIGNAL AT GREEN RIDGE STREET (SR 011) AND SANDERSON AVENUE.**

WHEREAS, it is necessary for the Director of the Department of Public Works to sign and submit the traffic signal application on behalf of the City of Scranton. A copy of the application is attached hereto as Exhibit "A" and incorporated herein by reference thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Director of the Department of Public Works is authorized to sign and submit the traffic signal application on behalf of the City of Scranton for the modification of the existing traffic signal at Green Ridge Street and Sanderson Avenue.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof

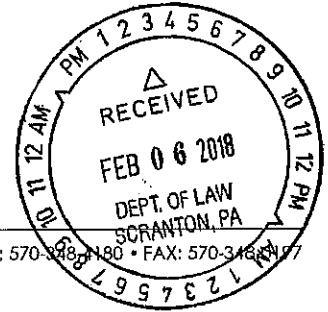
SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.




**BUREAU OF ENGINEERING**

101 WEST POPLAR STREET • SCRANTON, PENNSYLVANIA 18508 • PHONE: 570-342-1180 • FAX: 570-342-1187



**MEMORANDUM**

TO: Jessica Eskra, Esquire, City Solicitor

FROM:  John J. Pocius, P.E., P.L.S., City Engineer  
LaBella Associates

DATE: February 6, 2018

RE: *Application for Traffic Signal Approval*  
*Traffic Signal Permit No. 6358*  
*Green Ridge Street (SR 6011) and Sanderson Avenue*

Enclosed is one copy (1) copy of TE-160 (6-12) Application for Traffic Signal Approval. The attached TE form is associated with the Green Light-Go-Eastern Region, Year 2 (District 4) project. L&V is a sub-consultant to Michael Baker International, doing work under PennDOT Agreement E03581 to complete the design portion of the project at this location.

We recommend that a Resolution be prepared and forwarded to City Council indicating that *"The Director of the Department of Public Works of the City of Scranton is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the City of Scranton"*.

The Application cannot be signed and dated and witnessed until after the Resolution is passed by City Council and approved by the Mayor. If there are any questions on this matter, please do not hesitate to contact our office at (570) 342-3101.

JJP/lmh

Z-11-04-30 ESKRA MEMO-2-6-18

Enclosures

c Dennis Gallagher, Director, Department of Public Works  
Donald J. King, AICP, City Planner  
Lori Reed, City Clerk  
QA/QC C. File

# Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

County : LackawannaEngineering District : 4-0

Department Tracking # : \_\_\_\_\_

Initial Submission Date : \_\_\_\_\_

## A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Dennis GallagherTitle : Director of Public WorksMunicipal Name : City of ScrantonMunicipal Address : 340 North Washington Avenue, Scranton, PA 18503Municipal Phone Number : ( 570 ) 348-4180Alternative Phone Number : ( 570 ) 357-4988E-mail Address : dgallagher @ scrantonpa.govMunicipal Hours of Operation : 6:00 a.m. to 2:00 p.m.

## B - Application Description

Location (intersection) : Green Ridge Street ( SR 6011 ) and Sanderson AvenueTraffic Control Device is : ☐ NEW Traffic Signal ☒ EXISTING Traffic Signal (Permit Number) : 6358Type of Device (select one) ☒ Traffic Control Signal (MUTCD Section 4D, 4E, 4G) ☐ Flashing Beacon (MUTCD Section 4L) ☐ School Warning System (MUTCD Section 7B)☐ Other : \_\_\_\_\_Is Traffic Signal part of a system? : ☒ YES ☐ NO

System Number (if applicable) : \_\_\_\_\_

If YES, provide locations of all signalized intersections in system.

Green Ridge Street ( SR 6011 ) and Sanderson Avenue, Green Ridge Street ( SR 6011 ) and Capouse Avenue and Green Ridge Street ( SR 6011 ) and Wyoming Avenue ( SR 3025 )

Explain the proposed improvements :

Upgrade existing traffic signal to replace all equipment; add mast arms and new controller; add pedestrian signals and push buttons; add video detection and luminaires.Associated with Highway Occupancy Permit (HOP)? : ☐ YES ☒ NO If YES, HOP Application # : \_\_\_\_\_

## C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

☐ Municipal Personnel ☐ Municipal Contractor ☒ Municipal Personnel & Contractor☐ Other : \_\_\_\_\_Maintenance and Operations Contact Name : Dennis GallagherCompany/Organization : City of ScrantonPhone # : (570) 357-4988Alternative Phone # : (570) 348-4180E-mail : dgallagher@scrantonpa.gov

## D - Attachments Listing

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Municipal Resolution (required) | <input type="checkbox"/> Location Map               | <input type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment             | <input type="checkbox"/> Photographs                | <input type="checkbox"/> Turn Lane Analysis                   |
| <input type="checkbox"/> Traffic Signal Permit                      | <input type="checkbox"/> Straight Line Diagram      | <input type="checkbox"/> Turn Restriction Studies             |
| <input type="checkbox"/> Warrant Analysis                           | <input type="checkbox"/> Capacity Analysis          | <input type="checkbox"/> Other : _____                        |
| <input type="checkbox"/> Crash Analysis                             | <input type="checkbox"/> Traffic Impact Study (TIS) |   |
| <input type="checkbox"/> Traffic Signal Study                       | <input type="checkbox"/> Condition Diagram          |   |



**Application for  
Traffic Signal Approval**

Please Type or Print all information in Blue or Black Ink



County :Lackawanna

Engineering District :4-0

Department Tracking # :

Initial Submission Date :

**E - Applicant (Municipal) Certification**

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name :Dennis Gallagher

Date :

Signed By :

Witness or Attest :

Title of Signatory : Director of Public Works

Title of Witness or Attester: City Solicitor

**Exhibit "A":****Preventative and Response Maintenance  
Requirements****pennsylvania**  
DEPARTMENT OF TRANSPORTATION

County :Lackawanna

Engineering District :4-0

Department Tracking # :

Initial Submission Date :

**Preventive Maintenance**

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

**Response Maintenance**

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

**FINAL REPAIR:**

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

**EMERGENCY REPAIR:**

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

**Response Maintenance Schedule****KNOCKDOWNS**

Support - Mast arm  
Support - Strain pole  
Span wire/tether wire  
Pedestal  
Cabinet  
Signal heads

**TYPE OF REPAIR PERMITTED**

Emergency or Final  
Emergency or Final  
Final Only  
Emergency or Final  
Emergency or Final  
Final Only

**EQUIPMENT FAILURE**

Lamp burnout (veh. & ped.)  
Local controller  
Master controller  
Detector sensor  
    - Loop  
    - Magnetometer  
    - Sonic  
    - Magnetic  
    - Pushbutton  
Detector amplifier  
Conflict monitor  
Flasher  
Time clock  
Load switch/relay  
Coordination unit  
Communication interface, mode  
Signal cable  
Traffic Signal Communications  
Traffic Signal Systems

Final Only  
Emergency or Final  
Emergency or Final  
Emergency or Final  
Emergency or Final  
Emergency or Final  
Emergency or Final  
Emergency or Final  
Final Only  
Final Only  
Emergency or Final  
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Emergency or Final  
Final Only  
Final Only  
Final Only

**Exhibit "B":  
Recordkeeping**County : LackawannaEngineering District : 4-0

Department Tracking # : \_\_\_\_\_

Initial Submission Date : \_\_\_\_\_

**Recordkeeping**

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

**FORM 1 - Master Intersection Record**

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

**FORM 2 - Response Maintenance Record**

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

**FORM 3 - Preventive Maintenance Record**

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":  
Signal Maintenance Organization**County: LackawannaEngineering District: 4-0

Department Tracking #: \_\_\_\_\_

Initial Submission Date: \_\_\_\_\_

**Personnel Classifications**

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Traffic Engineer** - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

**Minimum Position Requirements**

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

**Signal Specialist** - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

**Minimum Position Requirements**

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

**Signal Technician** - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

**Minimum Position Requirements**

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

**Training**

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Budget Requirements**

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

February 12, 2018

To the Honorable Council  
Of the City of Scranton  
Municipal Building  
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF SCRANTON TO SIGN AND SUBMIT THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION ("PENNDOT") APPLICATION FOR TRAFFIC SIGNAL APPROVAL FOR TRAFFIC SIGNAL PERMIT NO. 6358 TO UPGRADE EXISTING TRAFFIC SIGNAL AT GREEN RIDGE STREET (SR 011) AND SANDERSON AVENUE.

Respectfully,

*Jessica Eskra (S)*  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

RECEIVED

FEB 12 2018

OFFICE OF CITY  
COUNCIL/CITY CLERK

RESOLUTION NO. \_\_\_\_\_

2018

**RATIFYING AND APPROVING OF THE EXECUTION AND SUBMISSION OF THE GRANT APPLICATION BY THE CITY OF SCRANTON, ON BEHALF OF THE UNITED NEIGHBORHOOD CENTERS (UNC) / UNITED NEIGHBORHOOD COMMUNITY DEVELOPMENT CORPORATION (UNCDC), TO THE COMMONWEALTH OF PENNSYLVANIA ACTING THROUGH THE COMMONWEALTH FINANCING AUTHORITY FOR A LOCAL SHARE ACCOUNT GRANT, PURSUANT TO THE PA RACE HORSE DEVELOPMENT AND GAMING ACT IN THE AMOUNT OF \$120,000.00 FOR THE PROJECT TO BE KNOWN AS "SOUTH SCRANTON WOMEN'S BUSINESS INCUBATOR PROJECT" LOCATED AT 526-530 CEDAR AVENUE, SCRANTON, PENNSYLVANIA, AND AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS OF THE CITY OF SCRANTON TO ACCEPT THE GRANT, IF SUCCESSFUL AND EXECUTE AND ENTER INTO A LOCAL SHARE ACCOUNT GRANT CONTRACT AND COMMITMENT LETTER WITH THE COMMONWEALTH OF PENNSYLVANIA TO ACCEPT AND UTILIZE THE GRANT IN THE AMOUNT OF \$120,000.00 AWARDED BY THE COMMONWEALTH OF PENNSYLVANIA FOR SUCH PROJECT.**

**WHEREAS**, the City of Scranton, through the Office of Economic and Community Development, submitted a grant application on behalf of the United Neighborhood Community Development Corporation (UNCDC) to the Commonwealth of Pennsylvania ("the Commonwealth") acting through the Commonwealth Financing Authority (the "Grantor") for a Local Share Account Grant, pursuant to the PA Race Horse Development and Gaming Act, for "South Scranton Women's Business Incubator Project" ("Project") located at 526-530 Cedar Avenue, Scranton, Pennsylvania; a copy of such grant application ("Grant Application") is attached hereto as Exhibit "A" and incorporated herein as if set forth at length; and

**WHEREAS**, the City of Scranton intends herein to ratify and approve the execution and submission of the Grant Application; and

**WHEREAS**, the Commonwealth of Pennsylvania has reviewed and approved the Grant Application for funding for the Local Share Account Grant in the amount of \$120,000.00 ("Grant") for the "Project;" and

**WHEREAS**, the City of Scranton intends herein to authorize the execution of the Local Share Account Grant Contract and Commitment Letter, and the acceptance, disbursement and utilization of the Grant for the Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON** that the execution and submission of the Grant Application is hereby ratified and

if approved, Mayor and other appropriate City Officials are hereby authorized to enter into and execute and submit any additional related paperwork for this Grant, and if successful to accept the grant funds to be used for the Project as detailed in the Grant Application. This approval anticipates and authorizes the execution of any and all related documentation necessary for the Grant or to accept, disburse and utilize the Grant for the Project.

**SECTION 1.** If any section, clause, provision or portion of this Resolution shall be held invalid, or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

**SECTION 2.** This Resolution shall become effective immediately upon approval.

**SECTION 3.** This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, Known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



Office of Economic and  
Community Development

February 5, 2018

Jessica Eskra, Esquire  
City Solicitor  
340 North Washington Avenue  
Scranton, Pennsylvania 18503

Re: Scranton City  
Local Share Account  
United Neighborhood Centers of NEPA  
Penn Security Bank  
South Scranton Women's Business Incubator  
Resolution - \$120,000.00

Dear Atty. Eskra:

Attached please find a Resolution to accept and disburse funding from the Commonwealth of Pennsylvania Local Share Account in the amount \$120,000.00. This funding will be used to renovate 526-530 Cedar Avenue (Penn Security Bank Building).

If you have any questions regarding this project, please contact me or Linda Aebli at 348-4216.

Sincerely,

A handwritten signature in cursive script that reads "Linda B. Aebli".

Linda B. Aebli  
Executive Director

lba/



## Single Application for Assistance

Web Application Id: 8085219

Applicant: United Neighborhood Centers of Northeastern PA

Program Selected: Redevelopment Assistance Capital Program (RACP) **LSA**

### Applicant Information

Applicant Entity Type:	Non-Profit Corporation
Applicant Name:	United Neighborhood Centers of Northeastern PA
Charitable organization?	True
NAICS Code	8133
FEIN/SSN Number	XXXXXXXXXX
CEO:	Michael Hanley
CEO Title:	Chief Executive Officer
SAP Vendor #:	XXXXXX
Contact Name:	Michael Hanley
Contact Title:	Chief Executive Officer
Phone:	(570)-346-0759 Ext. 103
Fax:	(570)-346-0759
E-mail:	mhanley@uncnepa.org
Mailing Address:	777 Keystone Industrial Park Road
City:	Throop
State:	PA
Zip Code:	18512

## Single Application for Assistance

Web Application Id: 8085219

Applicant: United Neighborhood Centers of Northeastern PA

Program Selected: Redevelopment Assistance Capital Program (RACP)  
Child Care Center, Community Dev. Provider, Economic Dev. Provider, Social Services Provider,

## Single Application for Assistance

Web Application Id: 8085219

Applicant: United Neighborhood Centers of Northeastern PA

Program Selected: Redevelopment Assistance Capital Program (RACP)

## Project Overview

Project Name:

South Scranton Women's Business Incubator

Is this project related to another previously submitted project?

Yes

If yes, indicate previous project name:

South Scranton Women's Business Incubator

Have you contacted anyone at Office of the Budget about your project?

Yes

If yes, indicate who:

Elias Joseph

## Single Application for Assistance

Web Application Id: 8085219

Applicant: United Neighborhood Centers of Northeastern PA

Program Selected: Redevelopment Assistance Capital Program (RACP)

### Project Site Locations

Address:	530 Cedar Avenue
City:	Scranton
State:	PA
Zip Code:	18505
County:	Lackawanna
Municipality:	Scranton City
PA House:	Frank Farina (112)
PA Senate:	John P. Blake (22)
US House:	Lou Barletta (11)
Current Employees:	5
Jobs To Be Created:	48
Jobs that Pay:	\$31,612.00
	Created 48 Retained 3
	<b><u>Jobs that Pay</u></b>  Jobs that Pay is Part Of Governor Wolf's initiative to improve Pennsylvania's overall job climate and job growth through partnering with the private sector to encourage the creation and retention of jobs that pay at least 80% of the annual average wage in the county where the jobs are located. (See current county listings). Job creation and retention will help ensure that businesses and communities provide employment opportunities for all of the state's residents, improve the local tax base, and achieve prosperity and a higher quality of life for families and communities. <b>NOTE:</b> Jobs that Pay required data by the Department is for reporting purposes only and will <b>NOT</b> be used as a criteria for awarding loans, loan guarantees, grants or tax credits.
Designated Areas:	Act 47 Distressed Community

## Single Application for Assistance

Web Application Id: 8085219

Applicant: United Neighborhood Centers of Northeastern PA

Program Selected: Redevelopment Assistance Capital Program (RACP)

### Project Budget

	Redevelopment Assistance Capital Program (RACP)	Donation Private	Total
General Construction	\$1,500,000.00	\$1,685,560.00	
Construction	\$1,500,000.00	\$1,685,560.00	\$3,185,560.00
Total	\$1,500,000.00	\$1,685,560.00	
		<b>Budget Total:</b>	\$3,185,560.00

#### Basis of Cost

Provide the basis for calculating the costs that are identified in the Project Budget.

Appraisals, Engineer Estimates, Sales Agreements

#### Budget Narrative

The narrative must specifically address each of the cost items identified in the Project Budget section. If an amount is placed in any of the OTHER categories, you must specify what the money will be used for. NOTE: Some programs have specific guidelines regarding the narrative necessary to qualify for that particular resource. Please read the Program Guidelines for details.

The property which is appraised at \$550,000 has been donated to United Neighborhood Centers of Northeastern PA (UNC).

UNC will renovate the building in the following manner:

Two new floor levels of about 4,000 square feet each will be added to the 35 foot high main floor area. An atrium will be created through the new floors to the ornamental ceiling. The existing aluminum windows will be retained. A new elevator will be added to connect the basement, 1st, 2nd and 3rd floors.

Plumbing system will be entirely new from the street. Piping will be PEX, with manifold control blocks. New rest rooms will be wheelchair user accessible. Fixtures will have water saving devices; water heaters will be instantaneous natural gas. The existing HVAC system will be replaced with high efficiency gas furnaces, with electric AC.

Electric service will be retained. All interior wiring and lighting will be replaced.

The first floor will have multiple incubator offices of about 120 sq. ft. each; the bank will remain with approx 1500 sq. ft.; there will be a coffee shop, community meeting room and private conference rooms. The 4,000 sq. ft. second floor will be finished for use as United Neighborhood Center offices. The third floor will be unfinished and available for future use. The 7500 sq. ft. in the basement will be available to be fitted out for photo, arts and crafts studios as well as additional meeting and storage areas.

## Single Application for Assistance

Web Application Id: 8085219

Applicant: United Neighborhood Centers of Northeastern PA

Program Selected: Redevelopment Assistance Capital Program (RACP)

### Project Narrative

#### What do you plan to accomplish with this project?

Identify the problem(s) that need to be resolved.

South Scranton, once a bustling neighborhood, suffered during recent hard economic times. As a result of several initiatives, this once struggling neighborhood is in the midst of a complete transformation and is beginning to flourish as it continues to preserve its historic roots, promote economic development, and improve public image. These revitalization efforts were spurred by a \$15 million investment from United Neighborhood Centers of Northeastern Pennsylvania (UNC) that successfully revitalized a two-block, mixed use corridor of Cedar Avenue, one of the major arteries in South Scranton. In 2014, impressed by UNC's successful efforts, People's Security Bank donated their historic bank building which has been a landmark along Cedar Avenue since its construction in the 1930's. The current underutilization of this major landmark is a detriment to the other work being done in the neighborhood and UNC will transform it into an anchor building for the Cedar Avenue corridor.

#### How do you plan to accomplish it?

Include expected outcomes that are measurable, obtainable, clear and understandable, and valid. Examples of measurable outcomes include jobs created or retained, people trained, land or building acquired, housing units renovated or built, etc.

This project will renovate an underutilized anchor property in Scranton's Elm Street area into an incubator targeted to provide intensive business support and training to women. The first floor of the building will be renovated to house a unique business incubator for low to moderate income women interested in starting their own small businesses. The incubator will provide intensive business support and training to help women grow their businesses to create additional jobs and ensure a decent and livable wage for themselves and their employees. Through a competitive selection process, women will be selected to incubate their businesses in a supportive environment with an ecosystem designed to foster success, growth and sustainability. The renovation of the building will allow for the creation of jobs while boosting economic activity and reducing blight in the neighborhood.

#### How do you plan to use the funds?

Should include specific use of funds and reflect the budget provided with the application.

The RACP funds will be used for the renovation of the former People's Security bank.

The work includes re pointing of the exterior, roof replacement, addition of two new floors on the interior of the building, interior fit-out, painting and addition of an elevator. The project will also perform landscaping, parking lot improvements and closure of existing oil tanks.

Significant HVAC, plumbing, and electrical upgrades will be made.

#### Projected Schedule and Key Milestones and Dates

A detailed schedule of activities, including key milestones and dates, must accompany this application if applicable to the project.

Design Phase Start 05/15/2017

Design Phase Complete 06/14/2017

Bid Date 08/01/2017

Bid Opening 08/01/2017

Obtain All Permits 08/31/2017

Award Contracts 08/31/2017

Construction Start 09/14/2017

Completion Date 06/14/2018

# Single Application for Assistance

Web Application Id: 8085219

Applicant: United Neighborhood Centers of Northeastern PA

Program Selected: Redevelopment Assistance Capital Program (RACP)

## Program Addenda

### Section 1. Project Viability

#### 1. Fill in your main Itemization Information.

(If you are anticipating the passage of a new Itemization Act, please utilize Act 001 of 2017)

##### A. Item No. from Excel File link

1st Itemization

8329

2nd Itemization

##### B. Indicate Act No. & Authorization (Effective)

Year

1st Itemization

2013

2nd Itemization

Act Number

1st Itemization

085

2nd Itemization

##### C. Act Description

1st Itemization

Acquisition, construction, infrastructure and other related costs for South Scranton Area Elm Street revitalization project

2nd Itemization

##### D. Act Amount

1st Itemization (\$X,XXX,XXX.00)

\$2,500,000.00

2nd Itemization (\$X,XXX,XXX.00)

## Single Application for Assistance

Web Application Id: 8085219

Applicant: United Neighborhood Centers of Northeastern PA

Program Selected: Redevelopment Assistance Capital Program (RACP)

## Program Addenda

### 2. Financial Necessity.

What were the factors that the Candidate relied on to arrive at the requested amount?

There is a gap in project financing.

The cost to renovate the property in a way that will add value to the community and create "Jobs that Pay" is in excess of the amount of debt the project can bear. Without RACP funding, UNC will not be able to renovate the property, and subsequently, the South Scranton Women's Business Incubator program will not have a viable location and therefore will not become a reality.

3. Is your RACP total project cost at least \$1,000,000?

Yes

4. Are at least 50% of the total project cost paid for by another non-state funding source?

Yes

5. Will your project be completed by the 1st day of the submission period for this round?

(generally determined by the issuance of the occupancy permit, if any)

No

6. Is the anticipated construction start date within 1 year of the last day of the submission period for this round?

Yes

7. Indicate that you have reviewed the RACP Key Compliance Items and you acknowledge and agree to follow these items.

A. Link

Yes

8. Is your project eligible for City Revitalization and Improvement Zone (CRIZ) benefits?

No

9. Can your project be funded through other State programs (i.e. PENNDOT and PENNVEST)?

No

A. If yes, does your project fill one of the following exceptions; when associated with a project that is part of an economic development project stormwater, water and sewer infrastructure or tunnels, bridges or roads?

10. Please indicate the status of Site Control (for example, leasing arrangements, sales agreement, recorded deed, etc.).

Recorded deed

11. Is the project located in one of the designated areas?

(KOZ, KOEZ, KIZ, KSDZ, EZ, KOIZ)

No

13. Indicate below whether the project is comprised of any of these Strategic Clusters

A. Biotech/Pharmaceutical/Life Science

No  
**Single Application for Assistance**

Web Application Id: 8085219

B. High Tech & Advanced Manufacturing Materials

Applicant: United Neighborhood Centers of Northeastern PA

Program Selected: Redevelopment Assistance Capital Program (RACP)

**Program Addenda**

No

D. Business & Financial and Service

Yes

E. Healthcare/Medical Research and/or Education

No

F. Agriculture

No

14. Does your project involve any housing construction? If yes, elaborate below.

(Housing projects are only eligible when specialized funding is approved and remains unused under Acts 87 of 2005 & 82 of 2010. Outside of this special funding housing projects are only eligible if they support and generate economic activity and are part of a community revitalization plan.)

There is no housing in this project.

**Section 2. Source & Uses of Funds (RDA Forms)**

15. Download and Complete RDAs & Construction Cost breakdown Document

Download RDAs & Construction Cost Document

**Uploaded Documents**

16. Qualified Professional

The Capital Facilities Debt Act requires a RACP grant candidate to identify who produced the cost estimates for their project. It further requires that such project cost estimate must be prepared by a qualified professional.

Please identify who prepared the project's cost estimate, and give their title and/or professional qualifications below

Ralph J. Melone, AIA  
Registered Architect  
Melone Architects  
211 South Main Street  
Wilkes-Barre PA, 18701

**Section 3 Involved Organization**

(Candidate normally the beneficiary of the grant)

17. Candidate's Board President or Top Executive or Officer

(If a grantee is not known, this is whom the RACP letter will be directed).

Please make sure to include the following in the text area:

Organization, Contact Person, Title, Complete Address, Email & Phone Number

United Neighborhood Centers of Northeastern Pennsylvania



Michael Hanley

Chief Executive Officer

Web Application Id: 8086219

Applicant: United Neighborhood Centers of Northeastern PA

Program Selected: Redevelopment Assistance Capital Program (RACP)

mhaley@unchea.org

## Program Addenda

### 18. Candidate's person to contact for project information

(If different from above)

Please make sure to include the following in the text area:

Organization, Contact Person, Title, Complete Address, Email & Phone Number

Hailstone Economic, LLC

Sara Hailstone

Principal

550 Clay Ave

Suite 5B

Scranton, PA 18510

shailstone@hailstoneeconomic.com

570-687-6112

### 19. Grantee's Chief Elected Official or Officer

(This is to whom the RACP letter will be directed).

Please make sure to include the following in the text area:

Organization, Contact Person, Title, Complete Address, Email & Phone Number

Patrick M. O'Malley

Commissioner

Lackawanna County

Administration Building

200 Adams Avenue, 6th Floor

Scranton, PA 18503

omalley@lackawannacounty.org

570-963-6800

### 20. Grantee's Contact Person

(If different from above)

Please make sure to include the following in the text area:

Organization, Contact Person, Title, Complete Address, Email & Phone Number

Lackawanna County Planning and Economic Development

George Kelly, Director

135 Jefferson Avenue, 2nd Floor

Scranton, PA 18503

kellyg@lackawannacounty.org

570-963-6830

and

Sandra Opshinsky, Grants Manager

135 Jefferson Avenue, 2nd Floor

Scranton, PA 18503

opshinskys@lackawannacounty.org

570-963-6830

21. Please list the amount of any prior RACP Grants (If none, enter \$0.00) (\$X,XXX,XXX.00)

## Single Application for Assistance

\$0.00

Web Application Id: 8085219

Applicant: United Neighborhood Centers of Northeastern PA

22. Please identify prior RACP grants awarded to the entity applying for the grant or a related candidate.

Program Selected: Redevelopment Assistance Capital Program (RACP)

### Program Addenda

For each prior grant (if any), name of the project, award amount, and the recipient for each prior grant. If the past recipient is not the current candidate, provide the connection to the current candidate (If no prior grants, enter none).

N/A

### 23. Other commonwealth Assistance

A. Have you or a related company received an economic benefit in the form of a grant, loan or tax credit from a Commonwealth program within the last 2 years for this project?

No

If so, please provide details

B. Do you or a related company currently have an application for economic benefits in the form of a grant, loan or tax credit pending with a Commonwealth program for this project?

Yes

If so, please provide details

United Neighborhood Centers has applied to the Pennsylvania Department of Community and Economic Development (DCED) for Monroe County Local Share Account funds for \$310,000 to assist in making the project viable. The \$310,000 of LSA funds will be used toward the RACP match requirement.

## Single Application for Assistance

Web Application Id: 8085219

Applicant: United Neighborhood Centers of Northeastern PA

Program Selected: Redevelopment Assistance Capital Program (RACP)

### Program Requirements

"By choosing the "Yes" box below, Candidates understand that the submission of an e-RACP Application requires a fee of \$500 payable to the Commonwealth of PA. The address is below and is also inscribed on the certification page that will be displayed once the application has been completed. Once submitted, please print one (1) copy of the certification and the electronic signature pages and forward to the Office of the Budget via US Mail.

Please reference the Application ID number on any documents sent with the signature page, including the \$500 check. Please be advised that if the fee is not received within 30 days of the window closing (2/3/2017) from the Candidates, the Office of the Budget is authorized to consider the e-RACP Application void and said application will not be placed on the list of projects for grant consideration by the Governor.

OB Address is:

333 Market Street, 18th Floor,

Harrisburg, PA 17101.

Yes

**CORPORATE RESOLUTION**  
**PENN SECURITY BANK AND TRUST COMPANY**

The following is a true and correct copy of a Resolution duly adopted at a meeting of the Board of Directors of Penn Security Bank and Trust Company held at the office of Penn Security Bank and Trust Company, 150 North Washington Avenue Scranton, Pennsylvania 18503 the 30 day of August, 2013, and that the same is now in full force and effect:

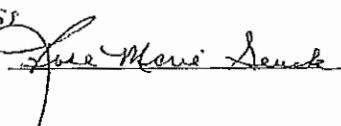
Corporation resolved that Patrick Scanlon, Senior Vice President of Penn Security Bank and Trust Company is authorized to execute a certain Deed by and between Penn Security Bank and Trust Company and United Neighborhood Center for the transfer of a certain property located at 520 Cedar Avenue Scranton Pennsylvania 18505 dated August 29, 2013, and to take such actions before and at closing as may be necessary and/or reasonable to effect the terms and conditions of the Agreement of Sale.

IN WITNESS WHEREOF, I hereunto affix my name Penn Security Bank and Trust Company by Patrick Scanlon, Senior Vice President as this 29th day of August, 2013.

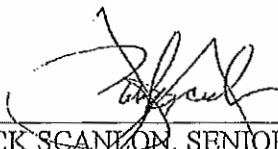
PENN SECURITY BANK AND TRUST COMPANY

WITNESS

ATTEST:

  
Julie Marie Lando

BY:

  
PATRICK SCANLON, SENIOR VICE PRESIDENT

**DEED**

This Deed made this 29 day of AUGUST, 2013, between

**PENN SECURITY BANK & TRUST COMPANY**, formerly known as The South Side Bank, South Side Bank of Scranton, Pennsylvania and South Side Bank and Trust Company, 150 North Washington Avenue, Scranton, Pennsylvania, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania (the "Grantor"),

**AND**

**UNITED NEIGHBORHOOD CENTERS OF NORTHEASTERN PENNSYLVANIA, INC.**, 425 Alder Street, Scranton, Pennsylvania, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania (the "Grantee"),

**WITNESSETH**, that in consideration of the sum of Seven Hundred Twenty Five Thousand (\$725,000.00) Dollars, the receipt of which is hereby acknowledged, the Grantor hereby grants, bargains, sells and conveys unto the Grantee, its successors and assigns, all the following lots, pieces and parcels of land, each located in the City of Scranton, Lackawanna County, Pennsylvania:

**PARCEL ONE:**

**BEING** more particularly described in **Exhibit A**, attached hereto and incorporated herein.

**BEING** the premises conveyed as the first parcel in a deed to The South Side Bank by Mina Robinson, which deed is dated October 1, 1913, and is recorded in the Office of the Recorder of Deeds of Lackawanna County in Deed Book 267 at page 163.

**PARCEL TWO:**

**BEING** more particularly described in **Exhibit B**, attached hereto and incorporated herein.

**BEING** a parcel assembled by Grantor from the following conveyances:

- (a) The premises conveyed as the second parcel in a deed to The South Side Bank from Mina Robinson, which deed is dated October 1, 1913, and is recorded in the Office aforesaid in Deed Book 267 at page 163;
- (b) The premises conveyed to South Side Bank of Scranton, Pennsylvania by deed of Pennsylvania Central Brewing Company, which deed is dated July 26, 1927, and is recorded in the Office aforesaid in Deed Book 366 at page 465;
- (c) The premises conveyed to South Side Bank and Trust Company by deed of Carl Carey, which deed is dated June 8, 1939, and is recorded in the Office aforesaid in Deed Book 421 at page 490; and
- (d) The premises conveyed to South Side Bank and Trust Company by deed of Edgar B. Cawley, et ux., which deed is dated September 20, 1955 and is recorded in the Office aforesaid in Deed Book 460 at page 358.

**PARCEL THREE:**

BEING more particularly described in Exhibit C, attached hereto and incorporated herein.

BEING a parcel assembled by Grantor from the following conveyances:

- (a) The premises conveyed to Penn Security Bank and Trust Company by deed of A.B. Timms, et ux., et al., which deed is dated October 25, 1973, and is recorded in the Office aforesaid in Deed Book 815 at page 572;
- (b) The premises conveyed to Penn Security Bank and Trust Company by deed of Merle J. McGowan, et ux., which deed is dated May 31, 1974, and is recorded in the Office aforesaid in Deed Book 827 at page 722.

**PARCEL FOUR:**

BEING more particularly described in Exhibit D, attached hereto and incorporated herein.

BEING the premises conveyed to South Side Bank and Trust Company by deed of Anna Mechler, which deed is dated February 2, 1971, and is recorded in the Office aforesaid in Deed Book 738 at page 862.

THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE SHALL RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

TAX MAP NO. PARCEL I: 156.15-010-064  
PARCEL II: 156.15-010-059  
PARCEL III: 156.15-010-063  
PARCEL IV: 156-15-010-049

And the Grantor hereby warrants Specially the property conveyed.

In Witness Whereof, the Grantor has caused this Deed to be executed the day and year first above written.

WITNESS:

~~WITNESS:~~

PENN SECURITY BANK AND TRUST COMPANY

Indirectly By [Signature]  
Title SVP

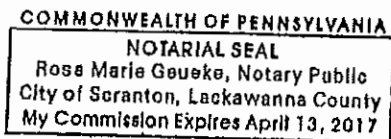
COMMONWEALTH OF PENNSYLVANIA :

SS:

COUNTY OF LACKAWANNA :

On this, the 29<sup>th</sup> day of August, 2013, before me, the undersigned officer, personally appeared PATRICK SCARLO who acknowledged himself to be the SR VICE PRESIDENT of PENN SECURITY BANK AND TRUST COMPANY, a corporation, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

In Witness Whereof, I hereunto set my hand and official seal.



[Signature]  
Notary Public

I hereby certify the precise address of the Grantee herein is: 425 Alder Street, Scranton, Pennsylvania 18505

[Signature]  
Attorneys for the Grantee



EXHIBIT A

PARCEL I:

ALL that certain lot, piece or parcel of land situate in the City of Scranton, County of Lackawanna and State of Pennsylvania bounded and described as follows:

BEGINNING at a point located along the right of way of S. R. 0011, Cedar Avenue, said point marking a common corner of lots 23 and 24 in Block 6 as shown on plot of lots of the Lackawanna Iron and Coal Company; said point of beginning being further identified as being located N 48° 00' 00" E 91.76' along the right of way of said Cedar Avenue from its intersection with the right of way of Alder Street; Thence along the division line between said lots 23 and 24, N 42° 00' 00" W 150.00' to a point along the right of way of Schimpff Court; Thence along said Court N 48° 00' 00" E 40.00' to a common corner of lands of Allan C. Leach; Thence along the division line between said lots 23 and 22, lands of Leach, S 42° 00' 00" E 150.00' to a point along the right of way, S 48° 00' 00" W 40.00' to the place of beginning.

Containing 6,000.00 sq. ft. of land and being all of lot 23 in Block 6 as shown on plot of lots of the Lackawanna Iron and Coal.

Exhibit B

PARCEL II:

ALL that certain lot, piece or parcel of land situate in the City of Scranton, County of Lackawanna and State of Pennsylvania bounded and described as follows:

BEGINNING at a point marking the intersection of the right of way of Cedar Avenue, S. R. 0011, with the right of way of Alder Street corner of lot 25 n Block 6 as shown on plot of lots of Lackawanna Iron and Coal Company; thence along the right of way of said Alder Street, N 42° 00' 00" W 150.00' to the intersection of the right of way of said Alder Street with the right of way of Schimpff Court; thence along the right of way of said Court N 48° 00' 00" E 91.76' to a common corner of lots 24 and 23, in said Block 6; thence along the division line between lots 24 and 23 to a point along the right of way of the aforementioned Cedar Avenue, SR. 0011; thence along said right of way S 48° 00' 00" W 91.76' to the place of beginning.

CONTAINING 13,764 sq. ft. of land and being all of lots 24 and 25 in Block 6 as shown on plot of lots of the Lackawanna Iron and Coal Company.

Exhibit C

PARCEL III:

(A)

All the following described piece or parcel of land situate on the Northerly side of Alder Street and Westerly side of Schimpff Court, in the Eleventh Ward, City of Scranton, Lackawanna County, Pennsylvania, being land composed of a front portion of Lot No. 26 and a front Easterly portion of Lot No. 28 in Square or Block No. 6 and upon "the Lackawanna Iron and Coal Company's town plot, and being a part of premises conveyed by Mina Robinson to the Pennsylvania Central Brewing Company by deed dated October 6, 1987, recorded in Lackawanna County in Deed Book 156, at page 152.

Beginning at a point in the fence line on the Northerly side of Alder Street, said point being distant North forty-two (42) degrees no (00) minutes West, two hundred forty-eight and thirteen one-hundredths (248.13) feet from the curb on the Westerly side of Cedar Avenue;

Thence from said beginning North forty-eight (48) degrees no (00) minutes East, sixty-five and one one-hundredths (65.01) feet to the outside face of a building wall called and known as "Silk Mill Building";

Thence along said wall North forty-two (42) degrees no (00) minutes West seventy-two one-hundredths (.72) feet to a point in line with the center line of the Westerly wall of said building;

Thence along said center line North forty-seven (47) degrees forty-seven (47) minutes East fifty and thirty-four one-hundredths (50.34) feet to the outside of the Northerly foundation wall of said building;

Thence along said foundation wall North forty-two (42) degrees no (00) minutes West one and ninety-one one-hundredths (1.91) feet;

Thence North forty-eight (48) degrees no (00) minutes East ten and forty-two one-hundredths (10.42) feet;

Thence South forty-two (42) degrees no (00) minutes East seventy-four and twelve one-hundredths (74.12) feet to the Westerly side of Schimpff Court;

Thence along the Westerly side of said Court South forty-eight (48) degrees no (00) minutes West one hundred twenty-five and seventy-two one-hundredths (125.72) feet to the fence line on the Northerly side of Alder Street;

Thence along said fence line North forty-two (42) degrees no (00) minutes West seventy-one and thirty one-hundredths (71.30) feet to the place of beginning.

Containing about nine thousand thirty-five (9,035) square feet of land.

Exhibit C

(B)

All that certain piece or parcel of land situate on the Northerly side of Alder Street in the Eleventh Ward of the City of Scranton, Lackawanna County, Pennsylvania, being composed of Lot 30 together with a Westerly part of lot 28 and an Easterly part of Lot 32 in square or block 6 upon the Lackawanna Iron and Coal Company's town plot of Scranton, particularly described as follows:

Beginning at a point in the fence line on the Northerly side of Alder Street, said point being distant North forty-two degrees no minutes West (N. 42° 0' W.) two hundred forty-eight and thirteen one-hundredths (248.13) feet from the curb, on the Westerly side of Cedar Avenue; thence from said beginning North forty-eight degrees no minutes East (N. 48° 0' E.) sixty-five and one one-hundredths (65.01) feet to the outside face of a building wall, known as Silk Mill Building; thence along said wall North forty-two degrees no minutes West (N. 42° 0' W.) seventy-two one-hundredths (0.72) feet to a point in line with the center line of the Westerly wall of said building; thence along the center line of said Westerly building wall North forty-seven degrees forty-seven minutes East (N. 47° E.) fifty and thirty-four one-hundredths (50.34) feet to the outside of the Northerly foundation wall of said building, thence along said foundation wall North forty-two degrees no minutes West (N. 42° 0' W.) one and ninety-one one-hundredths (1.91) feet, thence North forty-eight degrees no minutes East (N. 48° 0' E.) about forty-eight and forty-four one-hundredths (48.44) feet to the Southerly side of an alley; thence along the Southerly side of said alley North forty-two degrees no minutes West (N. 42° 0' W.) fifty-five and three one-hundredths (55.03) feet to a point; thence along an old fence South forty-seven degrees fifteen minutes West (S. 47° 15' W.) forty-eight and forty-four one-hundredths (48.44) feet, thence North forty-two degrees no minutes West (N. 42° 0' W.) one and sixty-nine one-hundredths (1.69) feet to a point at the Westerly side of a two foot wide stone wall that is now used for a foundation or base for a building that is erected on a portion of the within described premises; thence along the Westerly side of said wall or foundation South forty-seven degrees fifty-three minutes West (S. 47° 53' W.) one hundred fifteen and thirty-six one-hundredths (115.36) feet to the fence line on the Northerly side of Alder Street; thence along said fence line South forty-two degrees no minutes East (S. 42° 0' E.) fifty-eight and seventy-one one-hundredths (58.71) feet to the place of beginning. Containing about 9,393 square feet of land.

Exhibit D

PARCEL IV:

ALL the Northwesterly or rear half part of Lot Number 37 in Block Number Four (4) on the Plot of the Lackawanna Iron and Coal Company of the City of Scranton, County of Lackawanna and Commonwealth of Pennsylvania, and being Seventy (70) feet on Alder Street by Forty (40) feet along an alley. Together with the right to enclose and occupy ten (10) feet in front of the front line of said lot on Alder Street for yard, porch, piazza, cellarway and bay windows, but for no other purpose.



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

February 12, 2018

To the Honorable Council  
Of the City of Scranton  
Municipal Building  
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION RATIFYING AND APPROVING OF THE EXECUTION AND SUBMISSION OF THE GRANT APPLICATION BY THE CITY OF SCRANTON, ON BEHALF OF THE UNITED NEIGHBORHOOD CENTERS (UNC) / UNITED NEIGHBORHOOD COMMUNITY DEVELOPMENT CORPORATION (UNCDC), TO THE COMMONWEALTH OF PENNSYLVANIA ACTING THROUGH THE COMMONWEALTH FINANCING AUTHORITY FOR A LOCAL SHARE ACCOUNT GRANT, PURSUANT TO THE PA RACE HORSE DEVELOPMENT AND GAMING ACT IN THE AMOUNT OF \$120,000.00 FOR THE PROJECT TO BE KNOWN AS "SOUTH SCRANTON WOMEN'S BUSINESS INCUBATOR PROJECT" LOCATED AT 526-530 CEDAR AVENUE, SCRANTON, PENNSYLVANIA, AND AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS OF THE CITY OF SCRANTON TO ACCEPT THE GRANT, IF SUCCESSFUL AND EXECUTE AND ENTER INTO A LOCAL SHARE ACCOUNT GRANT CONTRACT AND COMMITMENT LETTER WITH THE COMMONWEALTH OF PENNSYLVANIA TO ACCEPT AND UTILIZE THE GRANT IN THE AMOUNT OF \$120,000.00 AWARDED BY THE COMMONWEALTH OF PENNSYLVANIA FOR SUCH PROJECT.

Respectfully,

*Jessica Eskra (s)*  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

RECEIVED

FEB 12 2018

OFFICE OF CITY  
COUNCIL/CITY CLERK

FILE OF THE COUNCIL NO. \_\_\_\_\_

2018

AN ORDINANCE

**ESTABLISHING PERMIT PARKING ON THE EASTERLY (EVEN) SIDE ONLY OF THE 300 BLOCK OF TAYLOR AVENUE FROM 316 TO 330 TAYLOR AVENUE (316-322, 324-326 AND 328-330).**

WHEREAS, the City of Scranton has developed a permit parking program whereby a citizen or group of citizens may request that a given right of way be designated permit parking; and

WHEREAS, residents of the 300 Block of Taylor Avenue have petitioned City Council for permit parking for the Easterly (even) side only of the 300 Block of Taylor Avenue a copy of the petition is attached hereto as Exhibit "A" and incorporated herein and made a part hereof; and

WHEREAS, the petition was sent to the Highway Division of the Scranton Police Department for review and evaluation; and

WHEREAS, the Highway Division has determined that the Easterly (even) side only of the 300 Block of Taylor Avenue from 316 to 330 Taylor Avenue (316-322, 324-326 and 328-330) meets the eligibility requirements for permit parking (see correspondence dated December 12, 2017 from Cpl. David J. Mitchell to Chief Carl R. Graziano of the Scranton Police Department confirming this designation attached hereto marked as Exhibit "B and made a part hereof); and

WHEREAS, the Ordinance establishing the permit parking program requires that streets or parts thereof to be designated as permit parking be designated by the Police Department (the "Administrator") and approved by the governing body after public hearing on the issue.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the Easterly (even) side only of the 300 Block of Taylor Avenue from 316 to 330 Taylor Avenue (316-322, 324-326 and 328-330) are hereby designated as permit parking only subject to the rules and restrictions as set forth in the Scranton Code pertaining to the residential permit parking program.

**SECTION 1.** If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

**SECTION 2.** This Ordinance shall become effective immediately upon approval.

**SECTION 3.** This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Option Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

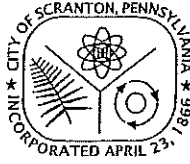


# Council of the City of Scranton

340 No. Washington Avenue • Scranton, Pennsylvania 18503 • Telephone (570) 348-4113 • Fax (570) 348-4207

Lori Reed  
City Clerk

Amil Minora, Esq.  
Counsel



Joseph Wechsler, President  
Pat Rogan, Vice President  
William Gaughan  
Wayne Evans  
Timothy Perry

November 2, 2017

Chief Carl Graziano  
Scranton Police Department  
100 South Washington Avenue  
Scranton, PA 18503

Dear Chief Graziano:

Scranton City Council has received a petition for **Permit Parking** on the 300 block of Taylor Avenue – even side only. (A copy of the petition is attached).

We would appreciate if you could please have your department assess this situation and let our office know the findings and recommendations.

Sincerely,

Lori Reed  
City Clerk

Enclosure

cc: Karan Desai  
Scranton City Council

## PERMIT PARKING PETITION

We, the undersigned residents and taxpayers, residing at

318 Taylor Ave Apt #3 in the City of Scranton, PA

respectfully petition your Honorable Body to designate

300 Block of Taylor Ave <sup>on even side</sup> as a "Permit Parking Only" area

Contact person circulating petition: Karan J. Desai

Phone #: 570-862-3151 <sup>(name)</sup> 318 Taylor Ave, Apt #3  
<sub>(address)</sub>

NAME	ADDRESS
<u>Karan J. Desai</u>	<u>318 Taylor Ave</u>
<u>Krishna J. Desai</u>	<u>318 Taylor Ave</u>
<u>Jayash M Desai</u>	<u>318 Taylor Ave.</u>
<u>Pargna S. Desai</u>	<u>316 Taylor Ave apt #4</u>
<u>Trupanshi Desai</u>	<u>316 Taylor Ave apt #4</u>
<u>Dhanya Desai</u>	<u>318 Taylor Ave Apt #11</u>
<u>Rakesh Desai</u>	<u>318 Taylor Ave apt #11</u>
<u>Trisha Desai</u>	<u>320 Taylor Ave apt #10</u>
<u>Manan Patel</u>	<u>318 Taylor Ave Apt #2</u>
<u>Tay Patel</u>	<u>318 Taylor Ave apt #2</u>
<u>Bharat Tamang</u>	<u>316 Taylor Ave apt #16</u>
<u>Surab Karki</u>	<u>318 Taylor Ave Apt #15</u>
<u>Vishant Patel</u>	<u>322 Taylor Ave Apt #1</u>
<u>Sunajit Patel</u>	<u>322 Taylor Ave Apt #5</u>
<u>Dinesh Desai</u>	<u>320 Taylor Ave Apt #10</u>
<u>Dharmistha Patel</u>	<u>320 Taylor Ave Apt #14</u>

REMARKS:

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## PERMIT PARKING PETITION

We, the undersigned residents and taxpayers, residing at

318 Taylor Ave Apt #3 in the City of Scranton, PA

respectfully petition your Honorable Body to designate

300 Block on Taylor Ave on Even Side as a "Permit Parking Only" area

Contact person circulating petition: Karan J. Desai

Phone #: 570-862-3151 318 Taylor Ave Apt #3  
(name) (address)

### NAME

### ADDRESS

<u>Nilesh A Patel</u>	<u>322 Taylor ave apt #9</u>
<u>Sonali J. Desai</u>	<u>318 Taylor AVE APT-3</u>
<u>SRIVOG GANDHI</u>	<u>320 Taylor Ave APT#6</u>
<u>KARMENDRA GANDHI</u>	<u>320 Taylor Ave APT#6</u>
<u>Dilip Patel</u>	<u>316 Taylor Ave, Apt #8</u>
<u>Zafar Patel</u>	<u>316 Taylor Ave, Apt #8</u>
<u>Nilesh Shah</u>	<u>316 Taylor ave, apt #12</u>
<u>Parth Shah</u>	<u>316 Taylor ave, apt #12</u>
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### REMARKS:

\_\_\_\_\_  
\_\_\_\_\_  
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**Scranton Police Department**  
**Highway Corporal David J. Mitchell**  
**Patrol Division**

Scranton Police Headquarters  
100 South Washington Avenue  
Scranton, Pennsylvania 18503  
Tel: (570) 558-8415  
Fax: (570) 207-0417  
Email: dmitchell@scrantonpa.gov



**Be Part of  
The Solution**

SCRANTON

Dec 12, 2017

Chief Carl Graziano,

I received your request for a study regarding the petition for permit parking in the 300 Blk of Taylor Ave (even side only). I have made the following observations conducting a survey of the area:

- 1) 300 blk of Taylor Ave is between Mulberry St and Linden St. Approximately 1 block east of the University of Scranton campus.
- 2) The even side is made up of multi-unit apartment buildings and property owned by the University of Scranton.
- 3) There are more than 70% of available parking spots being used during the statutorily set hours of 7 am to 830pm.
- 4) A limited need for permit parking under the following parameters should be approved. Permit parking on even side (eastern side) of the street from 316-330 Taylor Ave (316-322, 324-326 and 328-330).
- 5) Permitting, permit parking outside these parameters will push the parking further into the neighborhoods causing a greater need for permit parking.

Yours in Service,

Cpl. David J. Mitchell

Cc Lt. Glenn Thomas

# Scranton Police Department

Superintendent of Police

Chief Carl R. Graziano

Scranton Police Headquarters  
100 South Washington Avenue  
Scranton, Pennsylvania 18503  
Tel: (570) 558-8300  
Email: cgraziano@scrantonpa.gov



## Be Part of The Solution

SCRANTON

December 18, 2017

Jessica Eskra, Esquire  
City Solicitor  
City of Scranton

Attorney Eskra,

Our Department had been asked by City Council to evaluate the need for residential permit parking in the 300 block of Taylor Avenue. As per city ordinance, we conducted an evaluation to determine if this block meets the requirements for permit parking. Our evaluation determined that residential permit parking should only be approved for the easterly side of the 300 block of Taylor Avenue specifically between 316-330 Taylor Avenue. Can you please have legislation drafted and sent to City Council for consideration? Please contact me with any questions and/or concerns and thank you.

Respectfully Submitted,

  
Chief Carl R. Graziano



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

February 2, 2018

To the Honorable Council  
Of the City of Scranton  
Municipal Building  
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE ESTABLISHING PERMIT PARKING ON  
THE EASTERLY (EVEN) SIDE ONLY OF THE 300 BLOCK OF TAYLOR AVENUE  
FROM 316 TO 330 TAYLOR AVENUE (316-322, 324-326 AND 328-330).

Respectfully,

*Jessica Eskra (s)*  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

RECEIVED

FEB - 5 2018

OFFICE OF CITY  
COUNCIL/CITY CLERK

FILE OF THE COUNCIL NO. \_\_\_\_\_

2018

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 17, 1994 ENTITLED "AN ORDINANCE (AS AMENDED) AUTHORIZING THE GOVERNING BODY OF THE CITY OF SCRANTON TO ENACT 'A WASTE DISPOSAL AND COLLECTION FEE' FOR THE PURPOSE OF RAISING REVENUE TO COVER THE WASTE DISPOSAL AND COLLECTION COSTS INCURRED BY THE CITY OF SCRANTON FOR THE DISPOSAL OF REFUSE", BY IMPOSING A WASTE DISPOSAL AND COLLECTION FEE OF \$300.00 FOR CALENDAR YEAR 2018 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER.

WHEREAS, File of the Council No. 27, 2016 as Amended amended File of the Council No. 5, 2016 to impose interest at the rate of ten percent (10%) per annum on the Waste Disposal and Collection Fee and to insert under Section 3. Fees a sub-part 5. File of the Council No. 27, 2016 as Amended shall remain in full force and effect.

**SECTION 1.** Be it ordained by the Council of the City of Scranton that Section 3 of File of the Council No. 17, 1994 (as amended) shall be amended to read as follows:

**"SECTION 3. FEES.**

The fees for the payment of waste disposal collection costs shall be as follows:

- (A) The property owner is responsible for the payment of waste disposal and collection fee for each equivalent dwelling unit (EDU) he/she owns. The fee set herein provided may be paid by the owner, tenant, lessee, or occupant of a particular dwelling unit, but shall be the ultimate responsibility of the property owner.
- (B) The annual fee for the payment of the Waste Disposal Collection Costs shall be \$300.00.
- (C) All fees fixed by this subsection shall be payable semi-annually.
  - 1. Fees paid on a semi-annually basis shall be due each year on May 1<sup>st</sup> and September 1<sup>st</sup> in the amount of ONE HUNDRED FIFTY (\$150.00) DOLLARS PER PAYMENT.
  - 2. The fees shall be considered delinquent if not paid within thirty (30) days from due date. A delinquent charge of Twelve (12%) percent will be added to each unpaid balance.
  - 3. All fees shall be deposited in a Special City Interest-Bearing Account to be established by the Business Administrator. This Account will be used to reimburse the General City Operating Fund for costs incurred directly for the disposal of refuse.
  - 4. All fees and associated penalties that remain unpaid as of January 1, 2017 shall constitute a lien against the property and will accrue interest at the rate of ten percent (10%) per annum.

5. If the annual waste disposal fee, that is \$300.00, is paid in full by May 1<sup>st</sup> of the year in which the fee is due, the payor may take a ten percent (10%) discount from the annual fee.
- (D) The Director of the Department of Public Works may discontinue all refuse collection service to any delinquent account. If service is stopped, service will be resumed only on payment of all accumulated fees during the delinquent period as well as all interest and penalties assessed against the account.
- (E) Any persons whose refuse is not being collected by the City under terms of this Ordinance shall furnish the Director of the Department of Public Works with a statement of the method and means of disposal of their garbage/ashes and furnish a statement of the reasons for which said person is not having his/her garbage/ashes disposed of by the City under the terms of this Ordinance.

**SECTION 2.** If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this ordinance or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Ordinance and the effective administration thereof.

**SECTION 3.** In all other respects, File of the Council No. 11, 1993 shall remain in full force and effect.

**SECTION 4.** This Ordinance shall be retroactive to January 1, 2018.

**SECTION 5.** This Ordinance is enacted by the City of Scranton under the authority of the Act of the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.





DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

February 5, 2018

To the Honorable Council  
Of the City of Scranton  
Municipal Building  
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 17, 1994 ENTITLED "AN ORDINANCE (AS AMENDED) AUTHORIZING THE GOVERNING BODY OF THE CITY OF SCRANTON TO ENACT 'A WASTE DISPOSAL AND COLLECTION FEE' FOR THE PURPOSE OF RAISING REVENUE TO COVER THE WASTE DISPOSAL AND COLLECTION COSTS INCURRED BY THE CITY OF SCRANTON FOR THE DISPOSAL OF REFUSE", BY IMPOSING A WASTE DISPOSAL AND COLLECTION FEE OF \$300.00 FOR CALENDAR YEAR 2018 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER.

Respectfully,

*Jessica Eskra (s)*  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

RECEIVED

FEB - 5 2018

OFFICE OF CITY  
COUNCIL/CITY CLERK

RESOLUTION NO. \_\_\_\_\_

2018

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN ASSUMPTION AGREEMENT WITH CARL VON LUGER, LLC, WHEREIN CARL VON LUGER, LLC WILL ASSUME THE LOAN AMOUNT OF \$40,000.00 TERRA PRETA LLC RECEIVED FROM THE CITY OF SCRANTON THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, PROJECT NO. 150.34 .**

**WHEREAS**, on December 4, 2014, the City of Scranton Office of Economic and Community Development submitted a Resolution to Scranton City Council for Community Development Block Grant Program (CDBG) funds from Project No. 150.34 in the amount of \$40,000.00 to assist Terra Preta, LLC with acquisition of equipment, inventory and working capital to assist with the revitalization of a Property located at 222 Wyoming Avenue Scranton, Pennsylvania for the opening and operation of a restaurant within the City of Scranton for the purpose of job creation for low and moderate income persons. Said Resolution was passed by City Council on December 11, 2014 (Resolution 109, 2014); and

**WHEREAS**, Terra Preta restaurant located at 222 Wyoming Avenue, Scranton, Pennsylvania has now closed; and

**WHEREAS**, Carl Von Luger, LLC and Terra Preta, LLC are owned and operated by the same principal and sole member, Robert A. Dickert; and

**WHEREAS**, Carl Von Luger, LLC wishes to assume Terra Preta, LLC loan in the amount of \$40,000.00 with the City, in order to open and operate a new restaurant doing business as Terra Preta Prime located at 301 North Washington Avenue Scranton, Pennsylvania.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and other appropriate City Officials are hereby authorized to enter into a Loan Assumption Agreement substantially in the form attached as Exhibit "A", and other required documents as needed, with Carl Von Luger, LLC to assume Terra Preta, LLC loan in the amount of \$40,000.00.

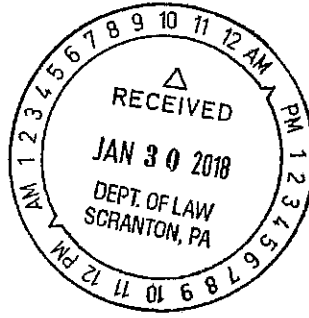
**SECTION 1.** This Resolution is conditioned upon full execution of the attached Loan Agreement.

**SECTION 2.** If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect

any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

**SECTION 3.** This Resolution shall become effective immediately upon approval.

**SECTION 4.** This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, Known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



January 29, 2018

Jessica Eskar, Esquire  
City Solicitor  
340 North Washington Avenue  
Scranton, Pennsylvania 18503

Re: Terra Preat Loan Assumption  
OECD / \$40,000.00  
Project # 150.34

Dear Atty. Eskar:

Attached please find the "Draft" Resolution along with copies of the loan agreement to provide a loan assumption by (Carl Von Luger, LLC dba Terra Preta Prime) in the amount of \$40,000.00.

This office would appreciate your review of this Resolution in order for this to pass Council. If you have any questions regarding this project, please contact Tom Preambo at [Tpreambo@scrantonpa.gov](mailto:Tpreambo@scrantonpa.gov) or 570/348-4216.

Sincerely,

Linda B. Aebli  
Executive Director

lba/tp

cc: Mr. Tom Preambo, Deputy Director, OECD  
Atty. Sean Gallagher, Solicitor, OECD  
Robert Dickert, Owner-Carl Von Luger, LLC dba Terra Preta Prime

LOAN ASSUMPTION AGREEMENT  
BETWEEN THE CITY OF SCRANTON  
AND  
CARL VON LUGER, LLC  
D/B/A TERRA PRETA PIME

This Loan Assumption Agreement is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between THE CITY OF SCRANTON (hereinafter referred to as the "City"), a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices located at 340 North Washington Avenue, Scranton, Pennsylvania 18503, and CARL VON LUGER, LLC d/b/a TERRA PRETA PRIME, a Pennsylvania Limited Liability Company with a place of business located at 301 North Washington Avenue, Scranton Pennsylvania 18503 (herein after referred to as "Borrower").

**WITNESSETH**

WHEREAS, on June 30, 2010, the CITY entered into a Loan Agreement under the Community Development Block Grant Recovery Program with CARL VON LUGER LLC providing Fifty- Seven Thousand Dollars (\$57,000.00) for acquisition of equipment, inventory and working capital to assist with the revitalization of Property located at 301 North Washington Avenue Scranton, Pennsylvania for the opening and operation of a restaurant, Carl Von Lugers (said agreement is attached hereto as Exhibit A and incorporated herein); and

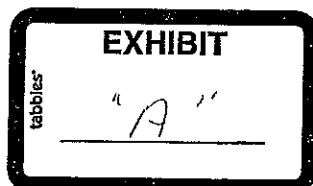
WHEREAS, on December 18, 2014, the CITY entered into a Loan Agreement under the Community Development Block Grant Recovery Program with TERRA PRETA, LLC providing Forty Thousand Dollars (\$40,000.00) for acquisition of equipment, inventory and working capital to assist with the revitalization of Property located at 222 Wyoming Avenue Scranton, Pennsylvania for the opening and operation of a restaurant, Terra Preta (said agreement is attached hereto as Exhibit B and incorporated herein); and

WHEREAS, CARL VON LUGER, LLC and TERRA PRETA, LLC are owned and operated by the same principal and sole member, Robert A. Dickert; and

WHEREAS, Terra Preta Restaurant, 222 Wyoming Avenue Scranton, Pennsylvania has closed; and

WHEREAS, Carl Von Lugers Restaurant, 301 North Washington Avenue, Scranton, Pennsylvania has closed; and

WHEREAS, CARL VON LUGER, LLC wishes to assume Terra Preta, LLC December 18, 2014 Loan Agreement with the CITY, in order to open and operate a new restaurant doing business as Terra Preta Prime located at 301 North Washington Avenue Scranton, Pennsylvania.



NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby mutually agree as follows:

**TERMS OF LOAN ASSUMPTION AGREEMENT**

1. CARL VON LUGER, LLC will assume Terra Preta, LLC December 18, 2014 Loan Agreement the CITY.
2. CARL VON LUGER, LLC agrees continue to make monthly payments in the amount of Six Hundred and Four Dollars and Fifty-Seven Cents (\$604.57) to CITY pursuant to the June 30, 2010 Loan Agreement.
3. CARL VON LUGER LLC interest rate in the June 30, 2010 Loan Agreement with the CITY will remain fixed at five percent (5%) per annum.
4. As a result, of this Loan Assumption Agreement, CARL VON LUGER, LLC now agrees to continue to make Terra Preta, LLC monthly payments in in the amount of Three Hundred Seventy-Seven Dollars and Eight Cents (\$377.08) to the CITY.
5. CARL VON LUGER, LLC interest rate on the Loan Assumption from Terra Preta, LLC shall remain fixed at two and one half percent (2.5 %) per annum.
6. CARL VON LUGER, LLC d/b/a Terra Preta Prime, total monthly payments due to the CITY will now be Nine Hundred Eight One Dollars and Sixty Five Cents (\$981.65).
7. All other terms and conditions of the June 30, 2010 Loan Agreement with Car Von Luger, LLC and the December 14, 2014 Loan Agreement with Terra Preta, LLC will remain in full force and effect.

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have duly caused this Loan Assumption Agreement to be duly signed in their respective names this day and year first above written.

COUNTERSIGNED

CITY OF SCRANTON

BY: \_\_\_\_\_  
Controller  
City of Scranton

BY: \_\_\_\_\_  
MAYOR

BY: \_\_\_\_\_  
Executive Director  
Office of Economic and  
Community Development

BY: \_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
CITY SOLICITOR

BORROWER:

Attest:

CARL VON LUGER, LLC  
d/b/a Terra Preta Prime

\_\_\_\_\_

BY: \_\_\_\_\_  
ROBERT A. DICKERT, SOLE MEMBER  
CARL VON LUGER, LLC and TERRA  
PRETA, LLC



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

February 2, 2018

To the Honorable Council  
Of the City of Scranton  
Municipal Building  
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND  
OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO  
ENTER INTO A LOAN ASSUMPTION AGREEMENT WITH CARL VON LUGER,  
LLC, WHEREIN CARL VON LUGER, LLC WILL ASSUME THE LOAN AMOUNT  
OF \$40,000.00 TERRA PRETA LLC RECEIVED FROM THE CITY OF SCRANTON  
THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,  
PROJECT NO. 150.34 .

Respectfully,

*Jessica Eskra (s)*  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

RECEIVED

FEB - 5 2018

OFFICE OF CITY  
COUNCIL/CITY CLERK



RESOLUTION NO. \_\_\_\_\_

2018

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A LICENSE AGREEMENT BETWEEN THE COUNTY OF LACKAWANNA, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF PENNSYLVANIA ("COUNTY") AND THE CITY OF SCRANTON, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF PENNSYLVANIA ("CITY") TO PERMIT THE COUNTY TO USE UTILITY POLES OWNED BY THE CITY FOR THE PURPOSE OF HANGING FIBER OPTIC COMMUNICATION LINES FOR THE NEW LACKAWANNA COUNTY GOVERNMENT CENTER .**

**WHEREAS**, the County has purchased and is in the process of renovating the former Globe Department Store building located at 123 Wyoming Avenue, Scranton, Pennsylvania into the Lackawanna County Government Center to house various county government offices; and

**WHEREAS**, the County needs to run fiber optic communication lines between its various office buildings located in downtown Scranton, including, but not limited to, the new Lackawanna County Government Center, the Brixx Building on N. Washington Avenue, and the Jefferson Building on Jefferson Avenue; and

**WHEREAS**, the City of Scranton owns and maintains a series of utility poles which run down Spruce Street and Wyoming Avenue in the City, which poles the County proposed to use to hang the required fiber optic communication lines; and

**WHEREAS**, three (3) of the utility poles the County is proposing to use are deficient and/or in need of replacement, which the county is willing to replace at no cost to the City in exchange for this License Agreement; and

**WHEREAS**, the County and City agree that it is in the best interest of the residents of Lackawanna County and City to memorialize this License Agreement by and between the parties hereto, providing for the County's use of the City's utility poles for the purpose of hanging the requisite fiber optic communication lines for the new Lackawanna County government Center in exchange for the County's replacement of the deficient utility poles per the terms and conditions outlined in the License Agreement attached hereto marked as Exhibit "A" and incorporated herein by reference hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are hereby authorized to execute and enter into the License Agreement between the County of Lackawanna and the City of Scranton to permit the County to use utility poles owned by the City to hang fiber optic communication lines for the new Lackawanna County Government Center.

**SECTION 1.** If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

**SECTION 2.** This Resolution shall become effective immediately upon approval.

**SECTION 3.** This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

### **License Agreement**

This Agreement made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2018, between

**THE COUNTY OF LACKAWANNA**, a political subdivision of the Commonwealth of Pennsylvania, with offices at 200 Adams Avenue, Scranton PA 18503 (the "County")

and

**THE CITY OF SCRANTON**, a political subdivision of the Commonwealth of Pennsylvania, with offices at 340 North Washington Avenue, Scranton PA 18503 (the "The City")

### **WITNESSETH:**

**WHEREAS**, The County of Lackawanna has purchased and is in the process of renovating the former Globe Department Store building located at 123 Wyoming Avenue, Scranton Pennsylvania into the Lackawanna County Government Center, to house the various county government offices; and

**WHEREAS**, The County needs to run fiber optic communication lines between it's various office buildings located in the downtown Scranton, including, but not limited to, the new Lackawanna County Government Center, the Brixx Building on N. Washington Avenue; and the Jefferson Building on Jefferson Avenue; and

**WHEREAS**, The City of Scranton owns and maintains a series of utility poles which run down Spruce Street and Wyoming Avenues in the City, which poles the County proposes to use to hang the requisite fiber optic communication lines; and

**WHEREAS**, three (3) of the utility poles the County is proposing to use are deficient and/or in need of replacement, which the County is willing to replace at no cost to the City in exchange for this license agreement; and

**WHEREAS**, the County and City agree that it is in the best interest of the residents of Lackawanna County and the City of Scranton to memorialize this agreement by and between the parties hereto, providing for the Countys use of the City's utility poles for the purpose of hanging the requisite fiber optic communication lines for the new Lackawanna County Government Center in exchange for the Countys replacemnt of the deficient utility poles.

**NOW THEREFORE,** The parties, in consideration of the sum of One (\$1.00) Dollar, together with other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and in consideration of the mutual covenants and undertakings contained in this Agreement and intending to be legally bound, agree as follows:

1. **Incorporation by Reference.** The foregoing recitals and all terms defined in said recitals are incorporated by reference in and made a part of this Agreement.

2. **License.** The City grants to Lackawanna County a license on the terms and conditions set forth in this Agreement (the "**License**") to use the City's utility poles, identified in Exhibit "A" herein, to hang the County's fiber optic communication lines.

3. **Consideration.** The County shall, at its sole cost and expense, pay to replace the three (3) deficient utility poles owned by the City, as further identified in Exhibit "B" attached hereto.

4. **Use of Utility Poles.** The County accepts the City's utility poles in their present **AS IS** condition, with the exception of the three (3) poles the County is to replace. The County agrees that its use of the utility poles shall be solely to hang the requisite fiber optic communication lines running between the various County government building.

5. **Indemnification.** The County agrees that they will indemnify, defend and hold harmless the City, and its partners, officers, employees, agents, lessees and authorized representatives, from and against any and all liability, suits, claims, liens, mechanics liens, losses, injuries, costs, expenses, losses and damages (actual, punitive, consequential, special and incidental), suffered or incurred by the City, whether arising out of an injury or occurrence to persons or to property, in connection with the use of the utility poles to hang the fiber optic communication lines and its operation, maintenance and repair thereof.

6. **Insurance.** During the period of replacement of the utility poles, the City of Scranton and their respective officers, employees, directors, boards, Commissions and agents, shall be included as Additional Insureds on the General Liability, Automobile Liability and Excess/Umbrella Liability Insurance policies of the County. An endorsement is required stating that the County's policies will be primary to any other coverage available to the City of Scranton and their respective officers, employees, directors, boards, commissions, and agents. Any insurance maintained by the City of Scranton will be excess and non-contributory. Furthermore, no act or omission of the City of Scranton and their respective officers, employees, directors, boards, commissions, and agents, shall invalidate the coverage. All insurance coverage must be kept in effect during the construction period. Loss of insurance coverages could result in the voiding/termination of this Agreement.

- **Worker's Compensation and Employers Liability.** Worker's Compensation Insurance as required by statute. The County is self-insured for workers' compensation as approved by the Commonwealth of PA, Dept of Labor & Industry, Bureau of Workers Compensation, Self-Insurance Division.

- Commercial General Liability. Commercial General Liability Insurance is required with limits of not less than \$1,000,000.00 Each Occurrence; \$2,000,000.00 General Aggregate; \$2,000,000.00 Products/Completed Operations Aggregate and \$1,000,000.00 Personal/Advertising Injury. The policy shall also cover liability arising from Blanket Contractual, Broad Form Property Damage, liability assumed under an insured contract (including tort liability of another assumed in a business contract), and Personal Injury (including coverage for discrimination, defamation, harassment, malicious prosecution, slander, and mental anguish). Products and Completed Operations must be included. ISO Endorsement CG 21 39 10 93 (Contractual Liability Limitation) shall not apply to this contract. Such policy must contain a "Severability of Interests" clause. This insurance shall be excess over any other insurance, whether primary, excess, contingent, or on any other basis, that is available to the contractor or its subcontractor covering liability for damages because of Bodily Injury or Property Damage for which the contractor has been included as an Additional Insured. The City of Scranton and their respective officers, employees, directors, boards, commissions, and agents shall be included as Additional Insureds.
- Automobile Liability. Business Automobile Liability covering all owned, non-owned, and hired autos in required with limits of not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. Such policy must contain a "Severability of Interests" clause. The City of Scranton and their respective officers, employees, directors, boards, commissions, and agents, shall be included as Additional Insureds.
- Excess/Umbrella Liability. The County shall provide evidence of Excess/Umbrella Liability Insurance with limits of not less than \$5,000,000.00 in Any One Claim or Occurrence. Coverage shall include, but not be limited to, coverage provided by any underlying insurance. Underlying insurance shall include all liability coverage required by this contract except Professional Liability/Errors or Omissions coverage as outlined below. The City of Scranton and their respective officers, employees, directors, boards, commissions and agents shall be included as Additional Insureds.

7. Warranties. The County warrants that the fiber optic lines, and the utility poles being replaced, shall be done by qualified technicians, secured through a bid process as required by the Pennsylvania County Code, and that all work shall be done in a professional and workman like manner.

The City warrants that it shall maintain the utility poles during the period of this license in a usable and stable manner.

8. No Agency Relationship. Nothing in this Agreement shall be construed to create or imply the existence of any agency relationship between the parties.

9. **Term of License.** The right of the County to use the utility poles identified in Exhibit "A" attached hereto shall be continuing and shall commence February 1, 2018 and continue for a minimum period of ninety-nine (99) years. After the initial term, the license shall continue from year to year, unless terminated by either party with 180 days prior written notice to the other party.

10. **Notice.** All notices required to be given under the provisions of this Agreement shall be in writing and shall be effective upon personal delivery, upon the date of sending by Federal Express or other recognized over-night delivery service, or three (3) days after the date of mailing by United States Certified Mail, return receipt requested, with postage prepaid, addressed to the party to receive notice at the addresses stated in the introductory portion of this Agreement, or at such other address as any party shall from time to time direct by written notice given to the other party in like manner.

11. **Applicable Law.** This Agreement shall be construed according to and governed by the substantive laws of the Commonwealth of Pennsylvania, without regard to choice of law rules.

12. **Interpretation.** Any dispute as to the construction of this Agreement shall be determined neutrally without regard to authorship.

13. **Severability.** If any provision of this Agreement is declared invalid by judicial determination or by the express act of any legislative body with authority to affect this Agreement, only the provision declared invalid shall be deemed invalid, and all other provisions consistent or directly dependent thereon shall remain in full force and effect.

14. **Amendments.** No amendment, modification or release from or waiver of any provision of this Agreement shall be effective unless in writing and signed by the parties, and any such amendment, modification, release or waiver shall be effective only in the specific instance and for the specific purpose for which given.

15. **Assignment.** The rights of the parties under this Agreement shall not be assigned or otherwise transferred without the prior written authorization from the other party hereto.

16. **Execution using Multiple Signature Pages.** This Agreement may be executed by using multiple signature pages.

17. **Binding Effect.** This Agreement shall inure to the benefit of and be binding on the successors and assigns of the parties, subject to the restriction on assignment set forth above.

In Witness whereof, the parties have caused this Agreement to be executed by their proper partners and officers the day and year first above written, intending to be legally bound.

**LACKAWANNA COUNTY**

---

Patrick M. O'Malley,  
Chairman Brd. of Commissioners

Attested:

---

Andrew Wallace,  
Chief of Staff

**CITY OF SCRANTON**

---

William Courtright, Mayor

Attested:

---

By:  
Title:

CITY OF SCRANTON

ATTEST:

BY: \_\_\_\_\_  
Lori Reed, City Clerk

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
William L. Courtright, Mayor

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Roseann Novembrino, City Controller

Date: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Jessica L. Eskra, Esq., City Solicitor

Date: \_\_\_\_\_





DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

February 2, 2018

To the Honorable Council  
Of the City of Scranton  
Municipal Building  
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A LICENSE AGREEMENT BETWEEN THE COUNTY OF LACKAWANNA, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF PENNSYLVANIA ("COUNTY") AND THE CITY OF SCRANTON, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF PENNSYLVANIA ("CITY") TO PERMIT THE COUNTY TO USE UTILITY POLES OWNED BY THE CITY FOR THE PURPOSE OF HANGING FIBER OPTIC COMMUNICATION LINES FOR THE NEW LACKAWANNA COUNTY GOVERNMENT CENTER .

Respectfully,

*Jessica Eskra*  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

RECEIVED

FEB - 5 2018

OFFICE OF CITY  
COUNCIL/CITY CLERK

RESOLUTION NO. \_\_\_\_\_

2018

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN TO GRANT AGREEMENT AND MAKE A LOAN/GRANT FROM THE CITY OF SCRANTON'S BUSINESS AND INDUSTRY LOAN TO GRANT PROGRAM, PROJECT NO. 150.42 IN AN AMOUNT NOT TO EXCEED \$250,000.00 TO DELTA MEDIX, P.C. TO ASSIST AN ELIGIBLE PROJECT.**

WHEREAS, the City of Scranton Office of Economic and Community Development has available Program funds for Project No.150.42, from the City of Scranton's Business and Industry Loan/Grant Program, which funds were transferred into this program from the Community Development Block Grant (CDBG Program), to assist a business within the City of Scranton for the purpose of creating eight new full time jobs for low and moderate income persons; and

WHEREAS, the City of Scranton seeks to provide a Loan to Grant utilizing funds in Project No. 150.42, from the City of Scranton's Business and Industry Loan/Grant Program in an amount not to exceed \$250,000.00 to be used for the purchase of equipment to assist in the operations of the Delta Medix, P.C. business to be located at 300 Lackawanna Avenue, Unit 200, Scranton, PA 18503, in order to expand its operations at said location.

WHEREAS, the Loan will convert to a Grant if Delta Medix, P.C., fulfills the job creation requirements contained in the Loan to Grant Agreement.

WHEREAS, this loan furthers the plan to revitalize Scranton.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and other appropriate City Officials are hereby authorized to enter into a Loan to Grant Agreement substantially in the form attached as Exhibit "A", and other required documents as needed, and to disburse the loan funds from Project No. 150.42, City of Scranton's Business and Industry Loan/Grant Program in an amount not to exceed \$250,000.00 to Delta Medix, P.C., a Pennsylvania corporation with a principal place of business located at 225 Penn Avenue, Scranton, PA 18503.

**SECTION 1.** A disbursement of these funds is conditioned upon full execution of the attached Loan Agreement.

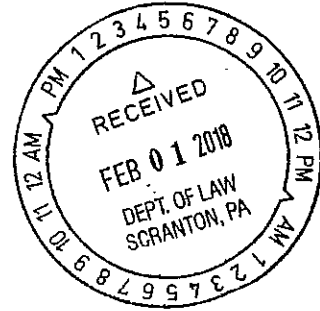
**SECTION 2.** If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

**SECTION 3.** This Resolution shall become effective immediately upon approval.

**SECTION 4.** This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, Known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



Office of Economic and  
Community Development



February 1, 2018

Jessica Eskar, Esquire  
City Solicitor  
340 North Washington Avenue  
Scranton, Pennsylvania 18503

Re: Delta Medix, P.C.  
OECD / \$250,000.00  
Project # 150.42

Dear Atty. Eskar:

Attached please find the "Draft" Resolution along with copies of the loan to grant documents to provide an Economic Development Loan to Grant to the (Delta Medix, P.C.) in the amount of \$250,000.00.

This office would appreciate your review of this Resolution in order for this to pass Council. If you have any questions regarding this project, please contact Tom Preambo at [Tpreambo@scrantonpa.gov](mailto:Tpreambo@scrantonpa.gov) or 570/348-4216.

Sincerely,

A handwritten signature in cursive script that reads "Linda B. Aebli".

Linda B. Aebli  
Executive Director

lba/tp

cc: Mr. Tom Preambo, Deputy Director, OECD  
Atty. Sean Gallagher, Solicitor, OECD

**LOAN TO GRANT AGREEMENT  
UNDER  
THE BUSINESS AND INDUSTRY LOAN/GRANT PROGRAM  
OF THE CITY OF SCRANTON  
BETWEEN THE CITY OF SCRANTON  
AND  
DELTA MEDIX, P.C.**

This Loan to Grant Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between **The City of Scranton** (hereinafter referred to as the "**City**"), a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices located at 340 North Washington Avenue, Scranton, Pennsylvania 18503, and **Delta Medix, P.C.**, a Pennsylvania professional corporation organized and existing under Pennsylvania law, which has a place of business located at 225 Penn Avenue, Scranton, PA 18503 (hereinafter referred to as the "**Borrower**") Owners, Officers & Board of Directors, of Delta Medix, P.C, (hereinafter referred to as "Guarantors") (Borrower, City and Guarantors are sometimes referred to collectively herein as the "Parties").

**WITNESSETH**

**WHEREAS**, the Borrower seeks to expand services in the property located at 300 Lackawanna Avenue, Unit 200, Scranton, PA 18503 (the "Property") for professional uses (such Property also referred to herein as the "Project Site"); and

**WHEREAS**, the Borrower is seeking to borrow from the City \$250,000.00 (the "Loan") and to use the Loan for acquisition of equipment, to assist with providing medical services at the Property for professional uses of a Medical Practice at the Project Site; and

**WHEREAS**, the Borrower requests financial assistance in order to expand a viable business within the City; and

**WHEREAS**, the Project will result in the creation of new job(s) at the Project Site; and

**WHEREAS**, the Borrower has made application to the City (the "Application") for a loan/grant under the program known as the Business and Industry Loan/Grant Program in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00); and

**WHEREAS**, City herein agrees to provide financing under the Commercial Industrial Revolving Loan Program by making a loan to the

Borrower in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) (hereinafter referred to as the "Loan" and/or "Grant"); and

**WHEREAS**, there are funds available from the (HUD) "CDBG" Entitlement Program to make such a loan; and

**WHEREAS**, the Parties wish to herein provide for terms and conditions of repayment of the City of Scranton's Business and Industry Loan/Grant Program Funds and designate the uses to which the Loan/Grant proceeds may be applied.

**NOW, THEREFORE**, the Parties hereto, intending to be legally bound, do hereby mutually agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS AND  
ACKNOWLEDGMENT OF RECEIPT AND REGULATIONS.

The foregoing recitals and all attachments and exhibits, if any, attached to this Loan Agreement are incorporated by reference into and made a part of this Loan Agreement. The Borrower acknowledges knowledge of and understanding of all applicable regulations and laws concerning its borrowing of funds from the City of Scranton's Business and Industry Loan/Grant Program and agrees to comply with all such applicable regulations and laws, including, but not limited to, those contained in 24 CFR Part 570. The Borrower acknowledges receipt of a copy of the Community Development Block Grant ("CDBG") Entitlement Grant Regulations contained in 24 CFR Part 570, and agrees to comply with all said regulations applicable to Borrower, as set forth therein.

2. DESCRIPTION OF PROJECT.

The Loan proceeds will be used by the Borrower solely for the purchase of specialized medical service equipment for the operation of the Borrower's Medical Practice located at the Project Site. The Loan proceeds cannot be used for any other purpose without the prior legal approval and written consent of the City's Office of Community and Economic Development.

3. THE LOAN TO GRANT

a) Funds. The City shall make the Loan to the Borrower in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00), with interest at the fixed rate of two and one half per cent (2.5%) per annum, which shall be advanced to Borrower as specified in this Loan Agreement. The entire principal balance of the Loan, as well as any interest accrued thereon, shall be paid in full on or prior to One Hundred Twenty Six (126) months after the Closing Date. The

Loan shall not accrue interest during the first Six (6) months after the Closing Date.

b) City of Scranton's Business and Industry Loan/Grant Program. If Borrower fulfills all of its obligations contained in Section 4 hereof within Six (6) months of the Closing Date, then all the accrued interest and principal shall be forgiven by the City and the Loan shall be converted to a Grant and neither Borrower nor Guarantors shall have any further obligation to repay any funds to the City for the Loan.

c) Availability of Funds. The City has, by Notice of Award of Grant, and passage of Resolution **No. (TBD) on the ?? day of ??, 2018** approved making the Loan to the Borrower. Attached as **Exhibit "B" *insert after approval***

d) Terms for Repayment of the Funds. The Loan shall be evidenced by the Borrower's note (the "Note"), dated as of Closing, in the principal amount of Two Hundred Fifty Thousand Dollars (\$250,000.00), containing the terms and conditions of payment set forth herein. In the event Borrower fails to satisfy the conditions in Section 4 (a)-(d) hereof then Six (6) Months after the Closing Date, the Loan shall become immediately due and payable upon demand by the City. In the event Borrower fails to satisfy the conditions in Section 4 (e) hereof with in Sixty (60) Months of the Closing Date, the Loan shall become immediately due and payable upon demand by the City. There shall be no penalty for prepayment of any accrued interest and the principal balance of the Loan.

e) Disbursement of Proceeds. The proceeds of the Loan shall be disbursed 10 to 15 days after Closing, solely to the Borrower.

#### 4. HIRING COMMITMENTS.

(a) Creation of New Jobs: As an absolute condition of the Loan/Grant, Borrower agrees to create, within Six (6) months from the date of this Loan Agreement, at least Eight (8) new, full-time, permanent employment positions working at least 40 hours per week at the Project Site as a direct result of the Project financed by the Loan. The specific positions to be filled are described in the documents attached to this Loan Agreement as Exhibit "A", the terms of which are incorporated herein by reference, as though more specifically set forth herein at length. Borrower agrees to ensure that at least fifty-one (51%) percent of the positions described in the Attachment "A" as Exhibit "A" will be held by or made available to low and moderate income persons as defined in 24 CFR 570.3.

Borrower agrees promptly to collect from its employees and prospective employees the reasonable and necessary data required by HUD for the City's

Office of Economic and Community Development to monitor and verify compliance with the job creation requirement. Borrower shall turn such data over to City's Office of Economic and Community Development in a timely manner.

(b) Hiring Verification Procedure.

Contemporaneously with the execution of this Agreement, Borrower will provide City with a certified statement which itemizes the names, positions and non-overtime hours actually worked by each of its direct employees during the pay period immediately proceeding the date of execution of this Agreement.

(c) Hiring Commitment Fulfillment.

City shall consider Borrower to have fulfilled the hiring commitment if the Borrower reports quarterly, beginning with the date of this Loan Agreement, to the City any new positions created within Six (6) months from the Closing Date and the Borrower has presented to City a sworn statement which itemizes the positions created.

(d) Penalties for Failure to Meet Hiring Commitments.

If, upon Six (6) months following the closing date, Borrower shall have failed to fulfill the job creation requirements described in this Section, City at its option may do any or all of the following:

(i) Declare the Borrower in default and demand a repayment of the principal amount of the Loan equal to the balance outstanding on the Loan within thirty (30) days from the date of demand;

(ii) Require Borrower to pay within thirty (30) days of demand to City any penalty or recapture levied upon City by HUD which is based upon Borrower's failure to fulfill the hiring commitments.

(e) Sustained Operations and Employment

Borrower, as a condition of this Loan to Grant must remain Open for Business and remain Operational for a period of Sixty (60) consecutive months after the Closing date. Open for Business and Operational shall mean Borrower shall be open for business at least 5 days per week, 8 hours per day, except time closed for vacation of one (1) week per calendar year or closure due to act of God, fire, or a taking by a Governmental authority.



5. DATE OF CLOSING. The closing of the Loan shall take place at the offices of counsel for the City, following the passage of Resolution No. \_\_\_ of \_\_\_\_\_ 2018 and the Mayor and other appropriate City Officials signing the Resolution (the 'Closing Date').

6. SECURITY. The Loan shall be secured, and repayment guaranteed, by the following:

- a) the Note;
- b) a Security Agreement, and
- c) the absolute, unconditional and irrevocable personal guarantees of the Loan by **Owners, Officers & Board Members**, ("Guaranty") in a form satisfactory to the City.

7. CONDITIONS. Funding of the Loan will be subject to the Borrower fulfilling the following conditions to the reasonable satisfaction of the City:

- a) Execution and delivery of the Loan Agreement, Note, Security Agreement and Personal Guarantees, as well as such additional documents as the CITY may reasonably require, (collectively, the "Loan Documents");
- b) The Borrower shall deliver to the CITY at Closing an opinion of its counsel, in form reasonably acceptable to the CITY as to good standing, authorization, the perfection of the CITY's lien in any real or personal property with respect to which the CITY is given a security interest or mortgage, incumbency of officers, the validity and enforceability of all documents, compliance with applicable laws and regulations, litigation, and, except as previously disclosed herein, compliance with all existing material agreements and such other matters as the CITY may reasonably require; and
- c) Execution and delivery of the aforementioned personal guarantees of the Loan by **Owners, Officers & Board Members**.

The parties hereto acknowledge that funds cannot be disbursed until completion by the City of all requirements necessary for the City to make the Loan have been satisfied.

8. COVENANTS. The Borrower covenants and agrees with the City that so long as any portion of the Loan remains outstanding and unpaid the Borrower shall:

- a) pay promptly when due all installments due at the time and in the manner specified in the Note and pay all other sums of every nature and kind

comprising part of the Loan in the manner and at the times required by this Loan Agreement and the Note.

- b) keep, perform, and comply with all covenants, terms, and conditions of this Loan Agreement;
- c) as applicable, maintain all material franchises, licenses, permits and other authorizations required for the operation of its business located at the Project Site, and operate its business in compliance with the same and in accordance and in compliance with all statutes, ordinances and regulations applicable to such operation;
- d) maintain the Property at the Project Site in good order and condition, make, or cause to be made, all repairs, replacements and renewals necessary for the proper maintenance and operation of the same, and permit authorized representatives of the City to inspect the same at reasonable times in the presence of authorized representatives of the Borrower, and upon providing reasonable prior notice to the Borrower;
- e) maintain with respect to the Property, property insurance, and with respect to the Project Site, public liability insurance and flood insurance (if necessary), and such other types of insurance that the CITY may reasonably require, with insurance companies reasonably satisfactory to the CITY and in such amounts and against such risks as are customarily insured by similar entities, all to the reasonable satisfaction of the CITY; keep all insurance in full force and effect and pay all premiums therefore and deliver copies of certificates of insurance to the CITY with the interest of the CITY in all insured property covered under a standard mortgagee clause or a loss payable clause, as appropriate, the policies in all cases to provide for not less than Thirty(30)days prior written notice to the CITY of any intended cancellation;
- f) act prudently and in accordance with customary industry standards in managing and operating the Project;
- g.) pay property lease rental fee, and charges of every nature;
- h) furnish to the CITY, within a reasonable time, upon request, after the end of each of the Borrower's fiscal years, financial statements of the Borrower prepared at a minimum, on a compilation basis, by certified public accountants acceptable to the CITY, certified to be correct;
- i) furnish all additional information with respect to the Borrower that the CITY may from time to time reasonably request. Borrower hereby authorizes all duly constituted federal, state and municipal authorities to furnish to the CITY copies of audit reports of the Borrower made by any of them;

j) promptly give written notice to the CITY of any material damage to the Property as well as written notice of the revocation or termination of any material franchise, license, permit or other authorization required for the operation of the Project or any other event, including litigation or other proceedings commenced or threatened, which might or could have a material adverse effect on the Borrower's financial condition or on the operation of the Borrower's business including any event which, after the passage of time or the giving of notice or both, would constitute an event of default under this Loan Agreement; and

k) perform in a timely manner all of its material covenants, obligations and agreements under each material contract, lease, mortgage, deed of trust or other encumbrance or agreement relating to the Project; and

l) comply with all applicable provisions of any and all regulations, ordinances or laws governing this Loan Program;

m) not, without the prior legal approval and written consent of the City, (i) merge, consolidate or divide, whether or not the BORROWER is the surviving corporation or other entity, (ii) sell, transfer, assign, lease, mortgage, lien, pledge or otherwise convey or dispose of all or any material part of its assets, except in the ordinary course of business, (iii) effect a reorganization, recapitalization or reclassification of its capital stock, or equity securities, the effect of which is materially to reduce tangible net assets or shareholders' equity of the BORROWER, (iv) issue, redeem, purchase or retire any of its member interests, capital stock or equity securities or grant or issue any warrant, right or option pertaining thereto or other security convertible into any of the foregoing, except pro rata among existing security holders the effect of which is not materially to reduce tangible net assets or shareholders' equity, or (v) permit any change in Borrower's ownership interests or equity securities from that previously disclosed to the CITY in connection with the Loan;

n) not relocate its business from the Project Site without the express prior legal approval and written consent of the City's Office of Economic and Community Development. In no event whatsoever shall the Borrower relocate its business outside of the City of Scranton; and

o) not, without the prior legal approval and written consent of the City, (a) declare or pay any dividend (other than an amount equal to the owners' share of the Borrower's taxes that flow through to the said owners) or make any distribution upon its capital stock, or purchase or retire any of its capital stock, or (b) give any preferential treatment, make any advance, directly or indirectly, by way of loan, gift, bonus, or otherwise, to any individual or company directly or indirectly controlling or affiliated with or controlled by the Borrower, or to any officer, director, or employee of the Borrower or in any such

company, or (c) make any distributions of assets of the business of the Borrower other than in the ordinary course of business.

9. REPRESENTATIONS AND WARRANTIES. To induce the City to provide the financing described in this Loan Agreement, Borrower hereby represents and warrants to the City that:

a) Borrower is a duly organized, existing corporation, and in good standing under the laws of the Commonwealth of Pennsylvania; and that all books and records of the business pertaining to its financial condition and operation will be kept at the Property; and

b) the Borrower has the power and authority to own its assets and to carry on the activities contemplated by the Application and this Loan Agreement;

c) the Borrower holds all material franchises, licenses, permits and other authorizations of any nature and kind required for the ownership of its assets and the operation of its business, all of which are now in full force and effect;

d) the execution and delivery of this Loan Agreement, and the other Loan Documents to which it is a party, and compliance with their respective covenants, terms and conditions, will not violate any provisions of any governing agreements relating to the Borrower; or any statute, regulation, order, writ, injunction, decree, decision of any court or governmental agency binding upon it or conflict with or result in a breach of any of the covenants, terms and conditions of any material agreement or instrument to which the Borrower is a party or by which it is bound or to which it is subject, or constitute a default thereunder, or result in the creation or imposition of a lien, charge or encumbrance of any nature or kind upon any of the assets of the Borrower pursuant to the terms of any such agreement, instrument or otherwise;

e) the execution and delivery of this Loan Agreement, and the other loan documents to which it is a party, and compliance with all the covenants, terms and conditions thereof, has been duly authorized by proper action of the Borrower and when duly executed and delivered by the Borrower will constitute the valid and binding obligations of the Borrower enforceable in accordance with their respective terms;

f) the Borrower has filed, and shall, as required, file in a timely manner, all Federal, State and Local tax returns and has paid, or shall pay, all taxes shown to be due thereon;

g) there is no material litigation or governmental proceeding pending or (to the knowledge of the Borrower) threatened against or affecting the Borrower or

any of its assets or the operation of its business, which, if adversely determined, would have a material adverse effect on the financial condition of the Borrower;

h) the Borrower will not dispose of any hazardous waste in violation of any environmental statutes, regulations or other restrictions at the Project Site and will not knowingly violate any environmental statutes, regulations or other restrictions;

i) there is no material fact that the Borrower has not disclosed to the CITY, which could have a material adverse effect on the Project or the prospects or condition (financial or otherwise) of Project. No certificate or statement delivered herewith or heretofore by the Borrower in connection with this Loan Agreement or the Application contains any untrue statement of material fact or omits to state any material facts necessary to keep the statements contained herein or therein from being misleading;

j) the Borrower shall at all times keep proper books of account in a manner satisfactory to the CITY and in accordance with generally accepted accounting practices. The Borrower hereby authorizes the CITY to make or cause to be made, at the Borrowers' expense and in such manner and at such times as the CITY may reasonably require,

(1) inspections and audits of any books, records and papers in the custody or control of the Borrower or others, relating to the Project, including the making of copies thereof and extracts there from, and

(2) inspections and appraisals of any of the Property. The Borrower will furnish to the CITY for the twelve (12) month period and semi-annually thereafter, financial and operating statements relating to the Project. The Borrower hereby authorizes all Federal, State and Municipal authorities to furnish reports of examinations, records, and other information relating to the conditions and affairs of the Borrower and any desired information from reports, returns, files, and records of such authorities, relating to the Project, upon request therefore by CITY.

k) The unpaid balance of the Loan shall be immediately due and payable, if the Borrower, during the term of the Loan, effects a change of ownership or control of the business located at the Property without the prior written consent of the CITY, or relocates its business outside of the City of Scranton; and

l) The Security Agreement granted by the Borrower to the City will create a Second subrogated lien security interest in and upon all of Borrower's equipment.

10. EVENT OF DEFAULT. An event of default under this Loan Agreement shall be deemed to have occurred if the Borrower shall:

- a) fail to pay any installment of interest or principal on the Note within ten (10) days after notice from the CITY to the Borrower that any such installment is more than five (5) days late;
- b) fail to pay any other sum required to be paid under the Note or this Loan Agreement within ten (10) days of the Borrower's receipt of notice from the CITY of such failure; or
- c.) fail to strictly and timely comply with all the jobs creation requirements described in Section 4 above; or
- d) fail to keep, perform and comply with any of the other covenants, terms and conditions of this Loan Agreement within thirty (30) days of notice from the CITY, provided, however, if compliance cannot be performed within thirty (30) days, the Borrower shall be permitted additional time to comply so long as the Borrower commences compliance and pursues it vigorously within the initial thirty (30) day period; or
- e) become insolvent or files or is named in any petition for relief under the Bankruptcy Code or make any assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of any of the Borrower's properties and assets or applies for or consents to or suffers the appointment of a receiver or trustee.
- f) close its business for a period of two consecutive weeks or longer.

11. REMEDIES. If an event of default as defined in Section 10 of this Loan Agreement shall occur, the CITY shall be entitled, upon twenty (20) days prior written notice to the Borrower, to declare the Loan immediately due and payable and to demand payment of the Note without presentment, demand or protest of any kind, all of which are hereby expressly waived, and thereupon the CITY shall be entitled to exercise separately or concurrently all rights and remedies under the Note or this Loan Agreement or otherwise available to the CITY at law or in equity to enforce collection of the Loan. The foregoing rights and remedies of the CITY are cumulative and not exclusive of any rights and remedies, which the CITY might otherwise have at law or in equity or by virtue of any statute or rule of procedure.

12. ALLOWABLE COSTS. The Borrower recognizes that the City is obligated to examine all costs claimed by the Borrower relating to the Project for the purpose of cost recovery to effectuate the long-term goals of the Commercial Industrial Revolving Loan Program. Without limiting the general applicability of the foregoing, the Borrower is notified that the following cost items, except as

they may relate to allowable costs specifically contained in this Loan Agreement or the Application, generally shall not be considered eligible expenses:

- a) Costs paid out prior to the execution of this Loan Agreement;
- b) Interim interest paid on funds borrowed by the Borrower in anticipation of disbursement of the CITY's loans or other Project funds; or
- c) The compensation of consultants and professional service providers;
- d) Costs incurred prior to the Notice of Award of Grant by the CITY.

13. AUDIT. The Borrower agrees to participate actively if requested, and without compensation, in the CITY's audits of the Project and further agrees to fully and faithfully cooperate with the CITY in meeting any and all requirements of the Federal Government.

14. NO LIABILITY FOR FAILURE TO COMPLETE. The Borrower agrees to include in all contracts with any party involving the use of Loan Proceeds an acknowledgment that the CITY shall not be liable to any party for completion of, or the failure to complete, any activities, which are part of the Project, from the date of this Loan.

15. EXPENSES. (a) The Borrower agrees to pay City's reasonable attorney's fees, court costs and other disbursements ordered by the court in the event the CITY takes successful legal action to enforce the CITY's rights under this Loan Agreement.

(b) The Borrower will, on demand, reimburse the CITY for any and all costs, fees and expenses incurred as a result of a breach, including, but not limited to, underwriter's discounts, fiscal agency fees, and all other fees, expenses and costs of issuance which are incurred or which may be hereafter incurred by the CITY from time to time in connection with or by reason of the Borrower's application for the making of and the administration of the Borrower's permanent financing stages of the Loan.

16. RECORDING COSTS. The Borrower agrees to pay all recording costs and filing fees related to the Loan, if any.

17. HOLD HARMLESS AGREEMENT. The Borrower will indemnify and defend the CITY and hold it harmless from any claim against it involving or in any way arising out of its involvement with this Project, unless involving or in any way arising out of the willful misconduct of the CITY, its agents or employees. In particular, but without limiting the general application of the foregoing, and pursuant to Section 4 above, the Borrower will, within thirty (30) days of the CITY's demand, pay any penalty or recapture levied upon the CITY

which originates in the Borrower's failure to fulfill, or document the fulfillment of, its hiring commitments stated in this Loan Agreement or the Application.

18. EXERCISE OF RIGHTS. No delay or failure of the CITY in exercising any right or remedy under this Loan Agreement shall be deemed a waiver of such right or remedy or affect or impair the future exercise of such right or remedy and no modification or waiver by the CITY of any covenant or condition of this Loan Agreement or waiver by the CITY of any default hereunder shall be effective for any purpose unless contained in writing signed by the CITY and then only to the extent specifically set forth in such writing.

19. NOTICES AND DEMANDS. All notices or demands required by the provisions of this Loan Agreement shall be in writing, and shall be effective upon delivery, if personally delivered, one (1) business day after sending by Federal Express or other recognized overnight delivery service, or three (3) business days after the date of mailing by United States Certified Mail, with postage prepaid, addressed. If to the City:

Office of Economic and Community Development  
City of Scranton  
340 North Washington Avenue  
Scranton, PA 18503  
Attn.: Executive Director

If to the Borrower:

**Delta Medix, P.C.**  
**300 Lackawanna Avenue, Unit 200**  
**Scranton, PA 18503**  
**Attention CEO: Margo M. Opsasnick**

**If to Guarantors:**

**Margo M. Opsasnick & Delta Medix Board Members**

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or at such other address as such party shall from time to time direct by written notice given to the other party in like manner.



20. CONSENT TO JURISDICTION. The Borrower irrevocably consents to the exclusive jurisdiction of the Court of Common Pleas of Lackawanna County, Pennsylvania or the United States District Court for the Middle District of Pennsylvania in any and all actions and proceedings arising hereunder. The Borrower hereby waives and shall not interpose any objections of forum non conveniens or to venue, and waives any right to remove any proceeding commenced in a state court to a federal court, and consents to any and all relief ordered by such court.

21. SEVERABILITY. The invalidity of any one or more sections of this Loan Agreement or any portion thereof shall not be deemed to affect or impair the validity and enforceability of the remainder.

22. ASSIGNMENT; BINDING EFFECT. All covenants, terms and provisions of this Loan Agreement shall inure to the benefit of and extend to and bind the successors and assigns of the CITY, provided that the Borrower shall not have the right to assign this Loan Agreement or any rights hereunder to any other person or entity, excepting any entity into which the Borrower shall be merged or with which the Borrower shall be consolidated and any entity which shall purchase substantially all assets of the Borrower.

23. COMPLIANCE WITH HUD REQUIREMENTS. The Borrower shall comply with any and all applicable laws and/or regulations applicable to its receipt and use of the funds being loaned to it pursuant to the aforementioned loan program, including, but not limited to, all of the following requirements where applicable:

- a) The regulations for the CDBG Program contained in 24 CFR, Part 570;
- b) All requirements imposed by Title VI of the Civil Rights Act of 1964 (Public Law 88—352) and Section 1.09 of the Housing and Community Development Act of 1974, as amended, and the regulations related to equal opportunity (24 CFR, Part 570.601). No person in the United States shall, on the grounds of race, color, creed, religion or national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any project assisted with Community Development Block Grant Funds;
- c) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234);
- d) The lead-based paint requirements of 24 CFR, part 35, Subpart B, issued pursuant to the Lead-Based Paint Poisoning Act (42 U.S.C., 4801 et seq.);

- e) The regulations, policies, guidelines and requirements of OMB Circular A-102 Revised (handbook 1300.17), which relates to the acceptance and use of federal funds;
- f) The labor standards requirements as set forth in 24 CFR 570.605. Employees on construction jobs assisted with CDBG funds must be paid the prevailing federal wage rates; and the Project must comply with the City's position regarding the Boston Harbor Agreement, if applicable;
- g) Section 504 of the Rehabilitation Act of 1973 (Public Act 93— 112), as amended, and implementing regulations. No person (employee or applicant for employment) shall be discriminated against because of a physical or mental disability with regard to any position for which the employee or applicant is qualified;
- h) The provisions of the Age Discrimination Act of 1975, as amended (Public Law 94—135);
- i) Requests from HUD, the City and the Comptroller General (or any authorized representatives) for access to and the right to examine all records, books, papers or documents related to the Loan and cooperate fully with the City in supplying information to meet CDBG audit requirements;
- j) The American with Disabilities Act of 1990 ( 42 U.S.C. Section 12101 et seq.);
- k) Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR, Part 135, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the Project;
- l) This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88—352) and 24 CFR 570, Part 1. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Borrower shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Borrower, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate;

m) Section 112 of P.L. 92-65 (42 U.S.C. § 3123) prohibiting sex discrimination in any program or activity receiving Federal Financial assistance under PWEDA; and

n) Borrower will, in all solicitations or advertisements for employees placed by or on behalf of Borrower; state that it is an Equal Opportunity or Affirmative Action Employer.

24. ENTIRE AGREEMENT. This Loan Agreement is the entire agreement between the parties. It is understood and agreed by the parties hereto that no oral statement or no prior written matter extrinsic to this instrument shall have any force or effect. This Loan Agreement shall not be modified except by writing, subscribed by both parties.

25. HONORABLE AGREEMENT. This is an honorable Loan Agreement intended to achieve the recited purposes. This Loan Agreement is to be constructed and applied liberally to achieve those purposes and is not to be defeated by resorting to technical defenses or objections to price computation or any other matter affecting its operation.

26. WAIVER OF BREACH. The waiver by the City of a breach of any provision of this Loan Agreement by the Borrower shall not operate nor be construed as a waiver of any subsequent breach by the Borrower.

27. COUNTERPARTS. This Loan Agreement may be executed in any number of counterparts, each of which shall be deemed an original and together constitute one and the same agreement.

28. SURVIVORSHIP CLAUSE. The Borrower and the City acknowledge and agree certain obligations imposed upon them pursuant to the terms of this Loan Agreement may survive the termination of this Loan Agreement and be legally binding upon the parties, their successors and assigns hereto subsequent to the termination of this Loan Agreement.

29. INTERPRETATION. This Loan Agreement shall constitute a contract under the laws of the Commonwealth of Pennsylvania and shall for all purposes be construed in accordance with such laws. The headings of Sections in this Loan Agreement are for convenience of reference only, and shall not enlarge or restrict the rights of the parties hereto.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have duly caused this Loan Agreement to be duly executed.

City:

COUNTERSIGNED

CITY OF SCRANTON

BY: \_\_\_\_\_  
City Controller

BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Executive Director OECD  
Office of Economic and  
Community Development

BY: \_\_\_\_\_  
City Clerk

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Solicitor

DATE: \_\_\_\_\_

Borrowers:

Delta Medix, P.C.

ATTEST:

\_\_\_\_\_  
Secretary  
Jerald B. Gilbert, MD

\_\_\_\_\_  
Chief Executive Officer  
Margo M. Opsasnick

DATE: \_\_\_\_\_

## Exhibit "A"



Final Attachment A  
as Exhibit A.pdf

# **Attachment “A”**



Office of Economic and  
Community Development

**Business & Industry Loan/Grant Program**

**BORROWER:** Delta Medix, P.C.

Following is a summary of new, permanent jobs to be created as a result of the CDBG funding assistance provided through this loan program:

Job Title	Status		This job to be created as a absolute	Job to be made available to low/mod persons as a absolute	Does this job require special skills or education?
	FT (number of positions)	PT (total hours per week)			
Call Center Operator	1		created	yes	no
Medical Secretary	1		created	yes	no
Medical Secretary	1		created	yes	no
Medical Records clerk	1		created	yes	no
Front Desk Manager	1		created	yes	yes
Multidisciplinary Conference Coordinator	1		created	yes	yes
Medical Assistant	1		created	yes	no
Clinical Nurse (LPN)	1		created	yes	yes

**FT JOBS**

8

**PT JOBS AS FTE**

0

**TOTAL JOBS**

8

**The jobs will be created within 6 months following the disbursement of loan funds**

You should complete a **Family Income Certification** form (sample attached) each time you fill a newly-created, permanent position. Employees should provide information about their family's gross annual income prior to being hired by you, so that you can maintain documentation about which of these positions are held by low/mod persons. You will be required to submit copies of these forms to OECD on a quarterly basis until the job creation requirement has been met; as stated in the terms of your loan agreement.

This activity has been processed & maintained by: Tom Preambo, OECD Deputy Director

## PROMISSORY NOTE

\$250,000.00

Scranton, Pennsylvania  
\_\_\_\_\_, 2018

FOR VALUE RECEIVED, and intending to be legally bound, the undersigned, **Delta Medix, P.C.** (hereinafter called the "**Maker**"), a Pennsylvania Professional Corporation with a principal place of business located at 225 Penn Avenue, Scranton, PA 18503, hereby promises to pay to the order of THE CITY OF SCRANTON (hereinafter called the "**Holder**"), a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices at 340 North Washington Avenue, Scranton, Pennsylvania 18503, or its assignees, the sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00), (the "Loan") payable together with interest thereon at the fixed rate of two and one half percent (2.5%) per annum as follows:

(1) Interest shall not accrue for Six (6) months from \_\_\_\_\_, 2018 through \_\_\_\_\_, 2018. In the event Maker satisfies all of the conditions of Section 4 of the Loan to Grant Agreement between Maker and Holder of even date herewith then Maker's obligations hereunder shall cease and Maker shall not have any further obligations to repay the Loan to Holder.

(2) In the event Maker fails to satisfy all of the conditions of Section 4 of the Loan Agreement within Six (6) months between Maker and Holder of even date herewith, the Payments by Maker to Holder shall commence on the 1st day of \_\_\_\_\_, 2018, and on the 1st day of each and every month thereafter to and including the 1st day of \_\_\_\_\_, 2028 and shall be in monthly installments of principal and interest in the amount of Two Thousand Three Hundred and Fifty Six Dollars and Seventy Five Cents (\$2,356.75).

(3) Upon the expiration of one hundred eighty (180) months after the date hereof, the then unpaid balance of principal, interest, and charges collectible under the terms hereof shall be immediately due and payable.

(4) This Note evidences a loan (the "**Loan**") in the above amount made by the Holder to the Maker on this date, the proceeds of which will be advanced by the Holder to the Maker in the manner provided in a Loan to Grant Agreement (the "**Loan Agreement**") of this date between the Holder and the Maker for the purposes therein specified. Payment of this Note is secured by a security agreement (the "**Security Agreement**") of this date from the Maker to the Holder, and by, other security described in the Loan Agreement.

(5) The Maker hereby agrees to keep, perform, and comply with all covenants, terms, and conditions of this Note, the Loan Agreement, the Security Agreement, and all of the documents and instruments now and at any time hereafter delivered to and held by the Holder to evidence and secure the

Loan (herein collectively called the "**Loan Documents**"), which are incorporated by reference in and made a part of this Note.

(6) This Note shall also evidence all advances and expenditures that the Holder is authorized and permitted to make under the provisions of the Loan Documents, and all other sums of every nature and kind that at any time hereafter become due and owing by the Maker to the Holder under the Loan Documents, which shall be added to and become part of the principal amount evidenced by this Note and paid to the Holder, with interest, on the due date of the next installment, if not sooner due and payable under the provisions of the Loan Documents.

(7) Payments of principal on this Note shall be made in current funds on the day when due, without presentment, demand, protest, or notice of any kind, all of which are hereby waived. Payment shall be made at the office of the Holder herein designated or at such other place as the Holder may from time to time designate by written notice to the Maker, and shall be made in lawful money of the United States of America without set-off, counterclaim, or other deduction of any nature.

(8) The Holder shall have the right to impose a service charge equivalent to ten percent (10%) of the amount of any installment of principal not received within fifteen (15) days after the date the same becomes due, which shall be added to the principal balance and paid to the Holder on the due date of the next installment.

(9) EVENT OF DEFAULT. An event of default under this Promissory Note shall be deemed to have occurred if the Borrower shall:

a) fail to pay any installment of interest or principal on the Note within ten (10) days after notice from the CITY to the Borrower that any such installment is more than five (5) days late;

b) fail to pay any other sum required to be paid under the Note or this Loan Agreement within ten (10) days of the Borrower's receipt of notice from the CITY of such failure; or

c.) fail to strictly and timely comply with all the job creation requirements described in Section 4 of the Loan to Grant Agreement of even date herewith; or

d) fail to keep, perform and comply with any of the other covenants, terms and conditions of the Loan to Grant Agreement within thirty (30) days of notice from the CITY, provided, however, if compliance cannot be performed within thirty (30) days, the Borrower shall be permitted additional time to comply so long as the Borrower commences compliance and pursues it vigorously within the initial thirty (30) day period; or



e) become insolvent or files or is named in any petition for relief under the Bankruptcy Code or makes any assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of any of the Borrower's properties and assets or applies for or consents to or suffers the appointment of a receiver or trustee; or

f) close its business for a period of two consecutive weeks or longer.

(10) REMEDIES. If an event of default as defined in Section 9 hereof shall occur, the CITY shall be entitled, upon twenty (20) days prior written notice to the Borrower, to declare the Loan immediately due and payable and to demand payment of the Note without presentment, demand or protest of any kind, all of which are hereby expressly waived, and thereupon the CITY shall be entitled to exercise separately or concurrently all rights and remedies under the Note or this Loan Agreement or otherwise available to the CITY at law or in equity to enforce collection of the Loan. The foregoing rights and remedies of the CITY are cumulative and not exclusive of any rights and remedies, which the CITY might otherwise have at law or in equity or by virtue of any statute or rule of procedure.

**(11) Confession of Judgment. This Promissory Note contains a warrant of attorney authorizing any Prothonotary, Clerk of Court, attorney of any court of record and/or the Holder (as well as someone acting for holder) to appear for, and confess judgment(s) against Maker, without any prior notice or an opportunity to be heard. Subparagraph (a) below also permits Holder to execute upon the confessed judgment(s) which could have the effect of depriving Maker of its property without any prior notice or an opportunity to be heard. Maker hereby acknowledges that it has consulted with an attorney regarding the implications of these provisions and Maker understands that it is bargaining away several important legal rights. Accordingly, Maker hereby knowingly, intentionally, voluntarily and unconditionally waives any and all rights that it may have under the constitution and/or laws of the United States of America and the Commonwealth of Pennsylvania to prior notice and/or an opportunity for hearing with respect to both the entry of such confessed judgment(s) and any subsequent attachment, levy or execution thereon.**

(a) CONFESSION OF JUDGMENT. MAKER COVENANTS AND AGREES THAT UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY MAKER, HOLDER MAY, WITHOUT LIMITATION, CAUSE JUDGMENTS FOR MONEY TO BE ENTERED AGAINST MAKER AND, FOR THOSE PURPOSES, MAKER HEREBY GRANTS THE FOLLOWING WARRANT OF ATTORNEY: (I) MAKER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR HOLDER (AS WELL AS SOMEONE ACTING FOR HOLDER) IN ANY AND ALL ACTIONS COMMENCED AGAINST MAKER FOR RECOVERY OF THE PRINCIPAL AND INTEREST AND/OR OTHER AMOUNTS TO BE PAID TO HOLDER BY MAKER AND TO APPEAR FOR MAKER, AND ASSESS DAMAGES AND CONFESS OR OTHERWISE ENTER JUDGMENT AGAINST MAKER, FOR PRINCIPAL AND INTEREST AND/OR OTHER AMOUNTS TO BE PAID TO HOLDER BY MAKER, TOGETHER WITH INTEREST AT THE DEFAULT RATE, COSTS AND AN ATTORNEYS' COMMISSION EQUAL TO THE GREATER OF \$5,000 OR FIFTEEN PERCENT (15%) OF THE FULL AMOUNT OF SUCH AMOUNTS AND SUMS; AND THEREUPON WRITS OF EXECUTION MAY FORTHWITH ISSUE AND BE SERVED, WITHOUT ANY PRIOR NOTICE, WRIT OR PROCEEDING WHATSOEVER; AND (II) THE WARRANT OF ATTORNEY HEREIN GRANTED SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF BUT SUCCESSIVE ACTIONS MAY BE COMMENCED AND SUCCESSIVE JUDGMENTS MAY BE CONFESSED OR OTHERWISE ENTERED AGAINST MAKER FROM TIME TO TIME AS OFTEN AS ANY AMOUNTS AND SUMS SHALL FALL OR BE DUE OR PAYABLE, AND THIS WARRANT OF ATTORNEY MAY BE EXERCISED AFTER THE TERMINATION OR EXPIRATION OF THE LOAN TERM AND/OR DURING OR AFTER ANY EXTENSIONS OF THE LOAN TERM OR RENEWALS THEREOF.

BY: Margo M. Opsasnick  
TITLE: Chief Executive Officer  
DATE: \_\_\_\_\_

(12) The Maker hereby waives the benefit of any present or future law or rule of procedure authorizing stay of execution on any judgment recovered on this Note, and the exemption of property from levy and sale there under, and any and all errors, defects, and imperfections whatsoever of a procedural nature in the entry of any judgment or in any process or proceedings thereon or relating to the same.

(13) Upon any negotiation, sale or assignment of this Note, the holder hereof may deliver same to the transferee or purchaser who shall thereupon become the holder hereunder and as such shall have and may exercise all powers, rights and options with respect to same and otherwise hereby given to the holder, or otherwise available to Holder pursuant to the terms and conditions of the Loan Agreement, and such former holder who thus negotiates, sells or

assigns this note shall thereafter be forever relieved and fully discharged from any liability or accountability with respect to same.

(14) If any provision hereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not effect any other provision hereof, but this Note shall be construed as if such invalid or unenforceable provision had never been contained herein. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(15) All of the foregoing agreements and obligations including, without limitation, the warrant of attorney to confess judgment, shall bind the Maker and its successors and assigns, and shall inure to the benefit of the Holder, its successors and assigns.

In Witness Whereof, the Maker has duly caused this Note to be duly executed by its duly authorized representative, the day and year first above written, intending to be legally bound.

Attest:

Delta Medix, P.C.

\_\_\_\_\_  
Secretary  
Jerald B. Gilbert, MD

By: \_\_\_\_\_  
Chief Executive Officer  
Margo M. Opsasnick

Date: \_\_\_\_\_

## **SECURITY AGREEMENT**

**THIS SECURITY AGREEMENT** (hereinafter referred to as the "AGREEMENT") dated the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between **THE CITY OF SCRANTON**, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices at 340 N. Washington Avenue, Scranton, Pennsylvania 18503, (hereinafter referred to as the "**CITY**")

-and-

**DELTA MEDIX, P.C.** a Pennsylvania Professional Corporation with a principal place of business located at 225 Penn Avenue, Scranton, PA 18503 (hereinafter referred to as "**BORROWER**")

**WHEREAS**, BORROWER has certain Liabilities (as defined herein) to CITY under a certain Loan to Grant Agreement dated even herewith; and,

**WHEREAS**, the CITY and BORROWER desire and intend to secure repayment of said Liabilities by BORROWER granting to CITY a second lien security interest in the Collateral (as defined herein); and,

**NOW, THEREFORE**, the Borrower hereto, intending to be legally bound hereby, agrees as follows:

1. **COLLATERAL** The word "Collateral" as used in this AGREEMENT means the following described property: all equipment of the BORROWER, whether now or hereafter existing, or now owned or hereafter acquired and the products and proceeds of any of the foregoing, including all proceeds, and all accessions thereto, direct or contingent and all accounts receivables.

In addition, the word "Collateral" also includes all of the following; whether now owned or hereafter acquired by BORROWER, whether now existing or hereafter arising, and wherever located;

(a) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the Collateral described herein, whether added now or later.

(b) All products and produce of any property described in this Collateral section.

(c) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

2. **GRANT OF SECURITY INTEREST** In consideration of, and as security for, the Liabilities of BORROWER to CITY described below, BORROWER grants CITY a Second priority security interest in all the Collateral, together with all present and future products of Collateral and all present and future proceeds of Collateral (including but not limited to all leases, rents, issues, profits, credits, rebates, refunds, increases, replacements of and additions and accessions to the Collateral and all cash and non-cash insurance proceeds). This right to proceeds does not, and shall not be interpreted to constitute authorization or consent by CITY to any disposition of any Collateral. This AGREEMENT and the security interest granted herein shall stand as general and continuing security for all Liabilities and may be retained by CITY until all Liabilities have been satisfied in full; provided, however, that this AGREEMENT shall not be rendered void by the fact that no Liabilities or commitment by CITY to make advances to BORROWER exists as of any particular date, but shall continue in full force and effect until the filing of a termination statement signed by CITY with respect to all the Collateral.

As additional security for the Liabilities, BORROWER conveys, assigns and grants a security interest to CITY in and to all present and future files, books, ledgers, records, bills, invoices, receipts, deeds, certificates or documents of ownership, warranties, bills of sale and all other data and data storage systems and media pertaining to any of the Collateral.

3. **LIABILITIES** The Collateral secures, and will secure, all Liabilities of BORROWER to CITY. Liabilities as used herein shall mean and include any past, present or future loans, notes, mortgages, bonds, advances, re-advances, substitutions, extensions, renewals, interest, late charges, penalties, costs, and fees of any and all types, whether primary, secondary, absolute or contingent, direct or indirect, joint several or independent, voluntary or involuntary, (including overdrafts), now or hereafter existing, due or to become due, or held or to be held by, CITY for its own account or as agent for another or others, whether created directly or acquired by negotiation, assignment or otherwise, and all instruments and documents evidencing any of the above and shall also include but not be limited to that certain Promissory Note, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2018, in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00) given by BORROWER to CITY.

4. **FUTURE ADVANCES** The Liabilities secured hereby include all future advances made at any time or times to or for the benefit of BORROWER, whether obligatory or optional, including all costs, expenses, court costs and

reasonable attorneys' fees incurred in the collection of the Liabilities and/or the Collateral or the disposition of the Collateral, and any advances made at any time or times for the payment of taxes or insurance or the maintenance or repair of the Collateral, or for the establishment, maintenance or enforcement of CITY'S security interest therein.

5. **ADDITIONAL SECURITY** As additional Collateral to secure the Liabilities, BORROWER grants to CITY a first priority security interest in all of BORROWER'S present and future deposits or other monies due to CITY, instruments, documents, policies and certificates of insurance, securities, goods, accounts receivable, choses in action, chattel paper, currency, property and the proceeds thereof, owned by BORROWER or in which BORROWER has an interest, now or hereafter in the possession or control of CITY or in transit by mail or carrier to or from CITY or in the possession of any other person acting in CITY'S behalf, without regard to whether CITY received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise, or whether CITY has conditionally released the same. The property described in this Paragraph 5 shall constitute part of the Collateral for all purposes under this AGREEMENT.

6. **OWNERSHIP; OTHER LIENS** BORROWER represents and warrants that BORROWER is or, as to Collateral to be acquired after the date hereof will be, the sole owner of the Collateral, and that this AGREEMENT creates a valid Second priority lien in and to all Collateral and that there are no liens and there will be no other liens, security interests, encumbrances or adverse claims by any person to any of the Collateral except the First lien for Peoples Security Bank. BORROWER covenants and agrees to keep the Collateral free from, defend it against, discharge and immediately notify CITY in writing of, any and all other liens, security interests or encumbrances, prior assignments, claims, set-offs or demands of all persons at any time claiming any Collateral or any interest therein.

7. **PURCHASE MONEY LOAN** BORROWER covenants and agrees that any Liabilities created for the purpose of enabling BORROWER to acquire rights in or use of any Collateral will be used solely for such purpose and for no other purpose, and authorizes CITY to disburse the proceeds of such purchase money loan directly to the seller.

8. **LOCATION, USE OF COLLATERAL** BORROWER represents and warrants that:

(a) Collateral is being and will be kept at BORROWER'S business address set forth in this AGREEMENT, and covenants and agrees not to remove the Collateral therefrom without CITY'S prior written consent.

(b) Collateral is being used and will be used exclusively for the purpose(s) indicated in this AGREEMENT and covenants and agrees not to change such use without CITY'S prior written consent.

9. **BORROWER'S IDENTITY, ADDRESS** BORROWER represents and warrants that its official name is accurately and completely set forth in this AGREEMENT and covenants and agrees that it will not change its name or its status indicated herein without CITY'S prior written consent.

BORROWER represents and warrants that the address set forth in this AGREEMENT is its principal business address, if BORROWER is engaged in business and covenants and agrees that it will not change such address or the other locations set forth herein or acquire additional addresses, without at least thirty (30) days' prior written notice to CITY setting forth the effective date of such change and such new address.

10. **MAINTENANCE, INSURANCE OF COLLATERAL** BORROWER, at its own expense, covenants and agrees to:

(a) properly maintain and care for the Collateral and protect and care for all Collateral covered by this AGREEMENT, all in accordance with the highest standards customary for businesses similar to BORROWER'S if BORROWER uses the Collateral in business operations;

(b) maintain such insurance covering the Collateral against fire, theft, vandalism and such other risks or hazards as CITY may require in such amounts and with such insurance companies as are satisfactory to CITY, which insurance shall protect CITY'S interest in the Collateral as secured lender under separate endorsement or clause not subject to any defenses which such insurance company may have against BORROWER;

(c) deliver to CITY, on demand, the contract(s) of insurance or furnish other proof of such insurance to CITY; and

(d) comply fully with, and refrain from any use of the Collateral in violation of, any requirements of any insurer of the collateral.

In the event of any loss, CITY, at its option, may (i) retain and apply all or any part of the insurance proceeds to reduce, in such order and amounts as CITY may elect, the unpaid balance of the Liabilities, or (ii) disburse all or any part of such insurance proceeds to or for the benefit of BORROWER for the purpose of repairing or replacing the Collateral after receiving proof satisfactory to CITY of such repair or replacement, in either case without waiving or impairing the Liabilities of any other provision of this AGREEMENT. BORROWER assigns to CITY any return or unearned premiums which may be due upon cancellation of any such policies for any reason whatsoever and

directs the insurers to pay to CITY any amounts so due, and BORROWER appoints CITY its attorney-in-fact to endorse any draft or check which may be payable to BORROWER in order to collect any return or unearned premiums or the proceeds of such insurance.

11. **TAXES; COMPLIANCE** BORROWER covenants and agrees to pay, on or before the due date thereof, all federal, state and local taxes, assessments and other governmental charges of every nature which may be levied or assessed against the Collateral, and to comply fully with, and refrain from any use of the Collateral in violation of, any applicable statutes, regulations or ordinances.

12. **RIGHT TO REMEDY CERTAIN DEFAULTS** In the event BORROWER fails to maintain the Collateral, or pay any federal, state or local taxes, assessments or other governmental charges or claims, or fails to maintain insurance on the Collateral and pay all premiums for such insurance, or fails to make any necessary repairs or permits waste, CITY, at its election and without notice or demand to BORROWER, shall have the right, but not the obligation, to make any payment or expenditure with the right of subrogation thereunder, including but not limited to purchasing any lender's single interest to protect its security interest in the Collateral or its rights under this AGREEMENT, and may appear in any action or proceeding with respect to any of the foregoing and retain counsel therein, without prejudice to any of CITY'S rights or remedies available under this AGREEMENT or otherwise, at law or in equity. All such sums, as well as costs, advanced by CITY pursuant to this AGREEMENT, shall be secured by this AGREEMENT, and shall bear interest at the highest rate payable on any of the Liabilities from the date of payment by CITY until paid in full.

13. **DISPOSITION: PROCEEDS** Except as, and only to the extent expressly permitted in this Paragraph 13 or in Paragraph 15, BORROWER will not sell, assign, lease or otherwise dispose of, attempt or contract to sell, assign, lease or otherwise dispose of, any Collateral or any interest, right or privilege therein.

BORROWER covenants and agrees to deliver immediately to CITY, or such other person as CITY may designate, any instrument, document, or chattel paper arising out of or in connection with any Collateral. BORROWER further covenants and agrees not to use cash proceeds to purchase or otherwise acquire any interest whatsoever in any property not covered by this AGREEMENT without CITY'S prior written consent.

14. **NOTIFICATION OF ADVERSE EVENTS** BORROWER immediately will notify CITY in writing of any occurrence, event, circumstance or condition which affects or will affect the Collateral or the value thereof, BORROWER'S or CITY'S ability to dispose of the Collateral or CITY'S rights or



remedies with regard thereto, including but not limited to the issuance or levy of any legal process against the Collateral or the adoption of any order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

BORROWER waives and releases all laws and rules of procedure now in force or hereafter enacted, relating to exemption from, or stay of execution and/or sale, and the opening and/or striking off any judgment. In the event BORROWER shall make application for or seek relief or protection under any of the sections or chapters of the United States Bankruptcy Code (hereinafter referred to as the "Code"), or in the event that any involuntary petition is filed against BORROWER under any section or chapter of the Code, CITY shall thereupon be entitled to immediate relief from any automatic stay imposed by Section 362 of the Code (or any successor provision) or otherwise on or against the exercise of the rights and remedies otherwise available to CITY as provided herein or as otherwise provided by law or equity. BORROWER agrees not to contest the validity or enforceability of this Section 14.

#### 15. **CITY'S RIGHTS**

(a) BORROWER covenants and agrees that CITY may, at its option and at BORROWER'S expense, at any time and from time to time whether or not a Default has occurred:

(1) require BORROWER to deliver to CITY, at such time or times and in such manner and form as CITY may direct, records, schedules and other documentation and data sufficient to show the status, condition, value or location of, or any other information pertaining to, the Collateral;

(2) verify the Collateral, inspect BORROWER'S books and records and make copies thereof or extracts therefrom, and require BORROWER to furnish such witnesses as may be necessary to establish legal proof of the Collateral or such records;

(3) require, as a condition to its consent to any disposition of Collateral requiring CITY'S consent, that BORROWER pay or deliver or cause to be paid or delivered directly to CITY, or such other person as CITY may designate, the proceeds of such disposition, agree to increase the rate of interest payable in respect of any of the Liabilities, or comply with any other requirement of CITY;

(4) at reasonable times enter upon any property where any Collateral is located to examine the Collateral, such property and any buildings or improvements thereon, and use BORROWER'S equipment, machinery, office

equipment and other facilities if CITY deems such use necessary or advisable to protect, preserve, maintain, process, develop or harvest any of the Collateral;

(5) prohibit BORROWER from attaching any Collateral to any land or building or other improvement thereon in any manner which might cause such Collateral to become a part thereof, and/or require BORROWER to obtain from any owner, encumbrancer or other person having an interest in the property where any Collateral is located, written consent to CITY'S removal of the Collateral therefrom, without liability on the part of CITY to such owner, encumbrancer or other person, or require BORROWER to obtain from any such owner, encumbrancer or other person such waivers of any interest in the Collateral as CITY may require;

(6) place or require BORROWER to place on any instrument, document or Chattel Paper, or upon BORROWER'S books, records, documents or other data relating to accounts or general intangibles, a notation or legend indicating CITY'S security interest therein;

(7) in BORROWER'S and/or CITY'S name (as CITY in its sole discretion may determine) demand, collect, receive and receipt for, compound, compromise, settle and give acquittance for, and prosecute and discontinue or dismiss, with or without prejudice, and suits or proceedings respecting any of the Collateral;

(8) secure credit in the name of BORROWER or in the name of CITY, or pay, settle, or otherwise discharge any unpaid bills or charges for goods delivered or services rendered to or for the benefit of BORROWER, if CITY reasonably determines, in its sole discretion, that such action is necessary or advisable to protect, maintain or preserve the Collateral or CITY'S security interest therein;

(9) furnish to CITY, on demand or as soon as possible thereafter, such additional property as Collateral as CITY may from time to time require; or

(b) the foregoing rights are cumulative and may be exercised by CITY singularly or in any combination at any time and from time to time, as often as CITY deems necessary or advisable.

16. **OTHER DOCUMENTS, ACTS** BORROWER covenants and agrees that it will, at any time or times and from time to time, at its own expense, execute and deliver or cause to be executed and delivered such security agreements, certificates, certificates of title, pledges, assignments, financing statements, continuation financing statements, amendments, acknowledgements and other documents, and will perform or cause to be performed such other acts, as CITY may request in order to establish, preserve

or maintain a valid and continuously perfected security interest in, or to determine the priority of, or terminate or enforce CITY'S security interest in, the Collateral, and pay all costs and expenses incurred in connection therewith. To the extent legally permissible, BORROWER irrevocably authorizes and appoints CITY as its attorney-in-fact with full power of substitution, to execute on BORROWER'S behalf and file at BORROWER'S expense a financing statement or statements, or alternatively, a copy of this AGREEMENT to perfect CITY'S security interest, or any amendment or amendments thereto, in those public offices deemed necessary or appropriate by CITY to establish, maintain and protect a continuously perfected security interest in the Collateral.

17. **DEFAULT** The occurrence of any one or more of the following shall constitute a Default under this AGREEMENT:

(a) non-payment of any of the Liabilities, or any portion thereof, when and in the manner due, whether by acceleration or otherwise;

(b) failure by BORROWER to observe or perform any covenant, agreement, condition or term of this AGREEMENT or failure by BORROWER to observe or perform any covenant, agreement, condition or term or any default under any other document, note, bond, mortgage or other writing between BORROWER and CITY;

(c) breach by BORROWER or any other Obligor (which term shall refer to any maker, co-maker, endorser, guarantor or surety of, or other person obligated under any statute for, any of the Liabilities) of any obligation or duty to CITY;

(d) any representation or warranty in any financial or other statement, schedule, certificate or other document of BORROWER or any other Obligor delivered to CITY by or on behalf of BORROWER or any other Obligor shall prove to be false, misleading or incomplete in any material respect;

(e) a material adverse change occurs in the financial condition of BORROWER or any other Obligor which is unacceptable to CITY in its sole discretion from the condition most recently disclosed to CITY in any manner;

(f) BORROWER, dissolves, liquidates, merges, reorganizes or ceases to conduct operations, or prepares or attempts to do any of the foregoing;

(g) a trustee or receiver is appointed for BORROWER or for all or a substantial part of its or their property in any involuntary proceeding, or any

court has taken jurisdiction of all or any substantial part of the property of BORROWER in any involuntary proceedings, or BORROWER files a petition or answer not denying jurisdiction in Bankruptcy or under any similar law, state or federal, now or hereafter existing, or such a petition is filed against BORROWER, or BORROWER becomes insolvent, howsoever evidenced, or makes an assignment for the benefit of creditors or admits in writing its or their inability to pay its or their debts generally as they become due, or fails within sixty (60) days to pay or bond or otherwise discharge any judgment or attachment which is unstayed on appeal, or if BORROWER advertises a "going out of business" or liquidation sale, or holds or permits such a sale;

(h) BORROWER expresses an intent to terminate or revoke responsibility for any of the Liabilities, or defaults under any other note, agreement, lease, indenture, mortgage or obligation incurred pursuant thereto, or a judgment is entered against BORROWER evidencing either singly or in the aggregate a material obligation, the effect of which accelerates or entitles the holder thereof to accelerate any maturity thereof or results in the forfeiture by BORROWER or its rights under any such note, agreement, lease, indenture or mortgage;

(i) any property of BORROWER becomes the subject of any attachment, garnishment, levy or lien (unless expressly permitted in writing signed by CITY);

(j) any substantial part of the property of BORROWER is taken or condemned by any governmental authority;

(k) BORROWER assigns or otherwise transfers, or attempts to assign or transfer, any of its right, title and interest in any of the Collateral without the prior written consent of CITY;

(l) BORROWER fails to furnish financial or other information as CITY may reasonably request;

(m) CITY, in the reasonable and good faith exercise of its sole discretion deems itself or the Collateral unsecure for any reason whatsoever;

(n) the failure by BORROWER to strictly comply with any federal, state or local statute, regulation, rule, order, or other judicial or administrative order relating to the Collateral.

## **18. REMEDIES**

(a) Upon the occurrence of one or more Defaults, CITY may exercise any one or more of the following remedies, which are cumulative and may be exercised singularly or in any combination at any time and from time to

time as long as any Default continues, without notice or demand to BORROWER except as expressly required under this AGREEMENT or any applicable provision of law which cannot be waived prior to Default:

(1) declare all or any part of the Liabilities, together with costs of collection, including attorney's fees of fifteen percent (15%) of the unpaid principal, immediately due and payable, as if the same had in the first instance been payable as such time, without requiring any recourse against any other person or property liable for or securing any of the Liabilities;

(2) exercise any right of set-off which CITY may have against BORROWER;

(3) exercise all or any of the rights and remedies of a secured party under the Uniform Commercial Code or as creditor under any other applicable law;

(4) require BORROWER to assemble the Collateral and any records pertaining thereto and make them available to CITY at a time and place designated by CITY;

(5) enter the premises of BORROWER and take possession of the Collateral and any records pertaining thereto, and also take possession of all personal property located in or attached to the Collateral without liability to BORROWER and hold such property for BORROWER at BORROWER'S expense;

(6) use, operate, manage, lease, or otherwise control the Collateral in any lawful manner, collect and receive all rents, income, revenue, earnings, issues and profits therefrom and, in its sole discretion but without any obligation to do so, insure, maintain, repair, renovate, alter or remove the Collateral;

(7) grant extensions or compromise or settle claims for less than face value relative to the proceeds without prior notice to BORROWER or any other Obligor;

(8) use, in connection with any assembly, use or disposition of the Collateral, any trademark, trade name, trade style, copyright, brand, patent right, license or technical process used or utilized by BORROWER;

(9) take such actions as CITY may deem necessary or advisable to preserve, process, develop, maintain, protect, care for or insure the Collateral or any portion thereof, and BORROWER irrevocably appoints CITY as its attorney-in-fact to do all acts and things in connection therewith; or

(10) sell or otherwise dispose of all or any of the collateral at public or private sale at any time or times without advertisement or demand upon or notice to BORROWER, all of which are expressly waived to the extent permitted by law, with the right of CITY or its nominee to become purchaser at any sale (unless prohibited by statute) free from any equity of redemption and from all other claims, and after deducting all legal and other expenses for maintaining or selling the Collateral and all attorney's fees, legal or other expenses for collection, sale and delivery, apply the remaining proceeds of any sale to pay (or hold as a reserve against) any of the Liabilities.

(b) except to the extent limited by non-waivable provision of statute, CITY shall not be liable to any person whatsoever, for, or in connection with, the exercise, method of exercise, delay or failure to exercise any of the remedies provided for herein, and BORROWER shall indemnify, and agrees to hold harmless and waives and releases CITY from any and all claims, liabilities, actions, costs, suits, demands, damages or losses, whatsoever occurring on account of or in connection with such exercise, method of exercise, delay or failure to exercise.

(c) In the event BORROWER shall make application for or seek relief or protection under any of the sections or chapters of the United States Bankruptcy Code ("the Code"), or in the event that any involuntary petition is filed against BORROWER under any section or chapter of the Code, CITY shall thereupon be entitled to immediate relief from any automatic stay imposed by Section 362 of the Code (or any Successor provision) or otherwise on or against the exercise of the rights and remedies otherwise available to CITY as provided in this AGREEMENT, and any documents referred to in this AGREEMENT (as currently in effect, as might be modified, or otherwise) and as otherwise provided by law. BORROWER agrees not to contest the validity or enforceability of this Section 19(c).

19. **NOTICES AND DEMANDS.** All notices or demands required by the provisions of this Security Agreement shall be in writing, and shall be effective upon delivery, if personally delivered, one (1) business day after sending by Federal Express or other recognized overnight delivery service, or three (3) business days after the date of mailing by United States Certified Mail, with postage prepaid, addressed. If to the City:

Office of Economic and Community Development  
City of Scranton  
340 North Washington Avenue  
Scranton, PA 18503  
Attn.: Executive Director

If to the Borrower:

**Delta Medix, P.C.**  
**225 Penn Avenue**  
**Scranton, PA 18503**  
**Attn.: Margo M. Opsasnick**

or at such other address as such party shall from time to time direct by written notice given to the other party in like manner.

20. **WAIVERS; INVALIDITY** No delay or failure by CITY in the exercise of any right or remedy shall constitute a waiver thereof, and no single or partial exercise by CITY of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy provided for in this AGREEMENT shall not preclude CITY from exercising or enforcing the same at any time or time thereafter.

If any provision of this AGREEMENT shall be held for any reason to be invalid, illegal or unenforceable in any respect, such impairment shall not affect any other provision hereof.

IT IS EXPRESSLY AGREED BY BORROWER AND CITY THAT IN ANY ACTION OR PROCEEDING BROUGHT BY BORROWER OR OTHERWISE COMMENCED AGAINST CITY ARISING OUT OF OR BASED UPON ANY PROVISION OF THIS AGREEMENT OR THE LIABILITIES, BORROWER FOR THEMSELVES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS HEREBY WAIVE ANY RIGHT TO TRIAL OF ANY ISSUE OF FACT BY JURY, WHETHER SUCH TRIAL BY JURY IS PROVIDED FOR BY LAW, EQUITY OR APPLICABLE RULE OF CIVIL PROCEDURE.

21. **EXPENSES** BORROWER agrees to pay or reimburse CITY, immediately upon demand at any time or times, for all expenses incurred to perfect, protect and maintain continuously perfected CITY'S security interest and the priority thereof, in the Collateral, or to preserve, process, develop, maintain, protect, care for or insure any Collateral, or in the taking, holding preparing for sale, lease or other disposition, selling, leasing or otherwise disposing of the Collateral, or any other action taken by CITY to enforce or exercise its rights or remedies under this AGREEMENT, including without limitation reasonable attorney's fees, filing fees, documentary recordation taxes, appraisal charges and storages costs. If CITY advances any sums for such purposes, BORROWER shall reimburse CITY therefore on demand, and such advance(s) shall bear interest at two percent (2%) per annum over the highest rate then payable on any of the Liabilities from the date(s) of such advance(s) and both the amount of such advance(s) and such interest shall constitute part of the Liabilities secured hereby.

22. **LEGAL EFFECT** This AGREEMENT binds and inures to the benefit of CITY, BORROWER, and their respective heirs, executors, administrators, representatives, successors and assigns.

23. **CONSTRUCTION** Whenever used in this AGREEMENT, unless the context clearly indicates a contrary intent:

(a) "BORROWER" shall mean each person (whether individual, corporation, partnership or unincorporated association) who executed this AGREEMENT, and any subsequent owner of the Collateral, and its or their respective heirs, executors, administrators, successors and assigns;

(b) "CITY" shall mean CITY of Scranton and its successors and assigns;

(c) the use of any gender shall include all genders;

(d) the singular shall include the plural, and the plural shall include the singular; and,

(e) if BORROWER is more than one person, all agreements, conditions, covenants and provisions of this AGREEMENT shall be joint and several undertaking of each of them and shall bind each of them as fully as though each of them were named specifically herein wherever "BORROWER" is used,

24. **AUTHORIZATION** BORROWER's execution, delivery, and performance of the AGREEMENT and all other related documents has been duly authorized by all necessary actions on the part of BORROWER, do not require the consent or approval of any other person, regulatory authority, or governmental body, and do not conflict with, result in a violation of, or constitute default under (1) any other agreements or other instruments binding upon BORROWER or (2) any law, governmental regulation, court decree, or other order applicable to BORROWER or to BORROWER'S properties. BORROWER has the power and authority to enter into this Agreement and to grant Collateral as security for the Liabilities. BORROWER has the further power and authority to own and to hold all of BORROWER'S assets and properties and to carry on BORROWER'S business as presently conducted.

25. **APPLICABLE LAW** This AGREEMENT shall be governed by and construed and enforced in accordance with the substantive law of the Commonwealth of Pennsylvania. All terms used herein shall have the meanings given to them by the Pennsylvania Uniform Commercial Code, to the extent not otherwise defined herein.



26. **ENTIRE AGREEMENT** This AGREEMENT and the documents executed and delivered pursuant hereto, constitute the entire agreement of the parties and may be amended only by writing signed by or on behalf of each party.

ATTEST:

BORROWER:

Delta Medix, P.C.

\_\_\_\_\_  
Secretary  
Jerald B. Gilbert, MD

By: \_\_\_\_\_  
Chief Executive Officer  
Margo M. Opsasnick

Date: \_\_\_\_\_

## G U A R A N T Y

Pursuant to this Guaranty dated the \_\_\_\_ day of \_\_\_\_\_, 2018 the undersigned, listed **Officers & Board Members of Delta Medix, P.C.**, (hereinafter referred to as "**Delta Medix, P.C.**") ("GUARANTOR") a Pennsylvania Professional Corporation with a principal place of business located at 225 Penn Avenue, Scranton, PA 18503, hereby unconditionally guarantees to the City of Scranton, a city of the Second Class A, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter the "City") the due performance, including, but not limited to, the prompt payment when due by the principal debtor, **Delta Medix, P.C.**, and all of its liabilities to the City as set forth in that certain Loan to Grant Agreement and Promissory Note both dated the same date as this Guaranty concerning a loan from the City to **Delta Medix, P.C.** in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00).

This Guaranty is a continuing one and shall be effective as binding on the undersigned regardless whether or not all indebtedness is paid in full, until this guaranty is revoked by written notice actually received by the CITY, and such revocation shall not be effective as to indebtedness existing or committed for at the time of actual receipt of such notice by the CITY, or as to any renewals, extensions and re-financings thereof.

The liability of the undersigned hereunder is absolute and unconditional and shall not be affected in any way by reason of (a) any failure to retain or preserve, or the lack of prior enforcement of, any rights against any person or persons (including the **Delta Medix, P.C.** and any of the undersigned) or in any property; (b) the invalidity of any such rights which may be attempted to be obtained; (c) any delay in enforcing or failure to enforce any such rights even if such rights are thereby lost; or (d) any delay in making demand on the undersigned for performance or payment of the undersigned's obligations hereunder.

The undersigned hereby waives all notices of any character whatsoever with respect to this Guaranty and the **Delta Medix, P.C.** liabilities to City including but not limited to notice of the acceptance hereof and reliance hereon, of the present existence or future incurring of any of the **Delta Medix, P.C.** liabilities to City, of the amount, terms and conditions thereof, and of any defaults thereon. The undersigned hereby consents to the taking of, or failure to take, from time to time without notice to the undersigned, any action of any nature whatsoever with respect to the **Delta Medix, P.C.** liabilities to City and with respect to any rights against any persons or persons (including the **Delta Medix, P.C.** and any of the undersigned) or in any property, including but not being limited to, any renewals, extensions, modifications, postponements, compromises, indulgences, waivers, surrenders, exchanges and releases; and the undersigned will remain fully liable hereunder notwithstanding any of the foregoing; provided, however, that the granting of a release of the liability hereunder of less than all of the undersigned shall be effective with respect to the liability hereunder of the one or more who are specifically so released but shall in no way affect the liability hereunder of any other of the undersigned not so released. The death or incapacity of any of the undersigned shall in no way affect the liability hereunder of any other of the undersigned. The undersigned hereby waives the benefit of all laws now or hereafter in effect in any way limiting or restricting the liability of the undersigned hereunder, including without limitation (a) all defenses whatsoever to the undersigned's liability hereunder except the defense of payments made on account of the **Delta Medix, P.C.** liabilities to City and (b) all right to stay of execution and exemption of property in any action to enforce the liability of the undersigned hereunder.

If any default shall be made in the payment of any indebtedness, the undersigned hereby agrees to pay the same to the extent above specified (a) without requiring protest or notice of nonpayment or notice of default to the undersigned, to the **Delta Medix, P.C.**, or to any other person; (b) without

proof of demand; (c) without requiring City to resort first to the **Delta Medix, P.C.**, or to any other guaranty or any collateral which City may hold; (d) without requiring any notice of acceptance hereof or assent hereto by City; and (e) without requiring notice than any indebtedness has been incurred, all of which the undersigned hereby waives. In addition to all other liability of the undersigned hereunder and notwithstanding the limit, if any, set forth herein, the undersigned also agrees to pay to the City on demand all costs and expenses (including reasonable attorney's fees and legal expenses) which may be incurred in the enforcement of the **Delta Medix, P.C.** liabilities to City or the liability of the undersigned hereunder.

If any of the **Delta Medix, P.C.** liabilities to City are not duly performed, including the prompt payment when due of any amount payable hereon, all the **Delta Medix, P.C.** liabilities to City shall, at the City's option, be deemed to be forthwith due and payable for the purposes of this Guaranty and the liability of the undersigned hereunder.

**Confession of Judgment.** This Guaranty contains a warrant of attorney authorizing any Prothonotary, Clerk of Court, attorney of any court of record and/or the City (as well as someone acting for City) to appear for, and confess judgment(s) against Guarantor, without any prior notice or an opportunity to be heard. Subparagraph (a) below also permits City to execute upon the confessed judgment(s) which could have the effect of depriving Guarantor of his property without any prior notice or an opportunity to be heard. Guarantor hereby acknowledges that he has consulted with an attorney regarding the implications of these provisions and Guarantor understands that he is bargaining away several important legal rights. Accordingly, Guarantor hereby knowingly, intentionally, voluntarily and unconditionally waives any and all rights that he may have under the constitution and/or laws of the United States of America and the Commonwealth of Pennsylvania to prior notice and/or

an opportunity for hearing with respect to both the entry of such confessed judgment(s) and any subsequent attachment, levy or execution thereon.

(a) CONFESSION OF JUDGMENT. GUARANTOR COVENANTS AND AGREES THAT UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY ("DELTA MEDIX, P.C."), CITY MAY, WITHOUT LIMITATION, CAUSE JUDGMENTS FOR MONEY TO BE ENTERED AGAINST GUARANTOR AND, FOR THOSE PURPOSES, GUARANTOR HEREBY GRANTS THE FOLLOWING WARRANT OF ATTORNEY: (I) GUARANTOR HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR CITY (AS WELL AS SOMEONE ACTING FOR CITY) IN ANY AND ALL ACTIONS COMMENCED AGAINST GUARANTOR FOR RECOVERY OF THE PRINCIPAL AND INTEREST ON DELTA MEDIX, P.C. LOAN AND/OR OTHER AMOUNTS TO BE PAID TO CITY BY GUARANTOR AND TO APPEAR FOR GUARANTOR, AND ASSESS DAMAGES AND CONFESS OR OTHERWISE ENTER JUDGMENT AGAINST GUARANTOR, FOR PRINCIPAL AND INTEREST ON DELTA MEDIX, P.C. LOAN AND/OR OTHER AMOUNTS TO BE PAID TO CITY BY GUARANTOR, TOGETHER WITH INTEREST AT THE LEGAL RATE, COSTS AND AN ATTORNEYS' COMMISSION EQUAL TO THE GREATER OF \$5,000 OR FIFTEEN PERCENT (15%) OF THE FULL AMOUNT OWED; AND THEREUPON WRITS OF EXECUTION MAY FORTHWITH ISSUE AND BE SERVED, WITHOUT ANY PRIOR NOTICE, WRIT OR PROCEEDING WHATSOEVER; AND (II) THE WARRANT OF ATTORNEY HEREIN GRANTED SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF BUT SUCCESSIVE ACTIONS MAY BE COMMENCED AND SUCCESSIVE JUDGMENTS MAY BE CONFESSED OR OTHERWISE ENTERED AGAINST GUARANTOR FROM TIME TO TIME AS OFTEN AS ANY AMOUNTS AND SUMS SHALL FALL OR BE DUE OR PAYABLE, AND THIS WARRANT OF ATTORNEY MAY BE EXERCISED AFTER THE TERMINATION OR EXPIRATION OF THE LOAN TERM AND/OR DURING OR AFTER ANY EXTENSIONS OF THE LOAN TERM OR RENEWALS THEREOF.

\_\_\_\_\_  
Jerald B. Gilbert, MD

DATE: \_\_\_\_\_

So long as the **Delta Medix, P.C.** liabilities to City have not been paid in full, no payment by the undersigned pursuant to the provisions hereof shall entitle the undersigned, by subrogation, to the rights of the City or otherwise, to any payment by the **Delta Medix, P.C.** or out of the property of the **Delta Medix, P.C.**

A subsequent Guaranty by the undersigned or any other guarantor of the **Delta Medix, P.C.** liabilities to City shall not be deemed to be in lieu of or to supersede or terminate this Guaranty but shall be construed as an additional or supplementary guaranty unless otherwise expressly provided therein; and in the event the undersigned or any other guarantor has given to the City a previous guaranty or guaranties, this guaranty shall be construed to be an additional or supplementary guaranty, and not to be in lieu thereof or to terminate such previous guaranty or guaranties unless expressly so provided herein.

This Guaranty shall inure to the benefit of the City, its successors, assigns, endorsers and any person or persons, including any institution or institutions, to whom the City may grant any interest in the **Delta Medix, P.C.** liability to City or any of them, and shall be binding upon the undersigned and the undersigned's executors, administrators, successors, assigns and other legal representatives.

It is expressly agreed by the Guarantor and City that in any action or proceeding brought by the Guarantor or otherwise commenced against City arising out of or based upon any provision of this Guaranty the Guarantor, jointly and/or severally for the undersigned, and the Guarantor's heirs, Executors, Administrators, Successors and Assigns hereby waives any right to trial of any issue of fact by jury, whether such trial by jury is provided for by law, equity or applicable rule of civil procedure.

The Guarantor intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

\_\_\_\_\_  
**Jerald B. Gilbert, MD**  
**Board Secretary**

\_\_\_\_\_  
**DATE**

**Commonwealth of Pennsylvania )**

**ss:**

**County of Lackawanna )**

On this, the \_\_\_\_\_ day of \_\_\_\_\_ 2018, before me, a Notary Public, the undersigned Officer, personally appeared **Jerald B. Gilbert, MD**, known to me (or satisfactorily proven) to be the person whose name is are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

**In Witness Where**, I hereunto set my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_  
Title of Officer

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

DATE \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_ 2018, before me, a Notary Public, the undersigned Officer, personally appeared **Kristine Kelley, MD**, known to me (or satisfactorily proven) to be the person whose name is are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

Title of Officer



IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

DATE \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_ 2018, before me, a Notary Public, the undersigned Officer, personally appeared **Mark A. Frattali, MD**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

Title of Officer

The Guarantor intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

\_\_\_\_\_  
**Terrance P. Lenahan, MD**

\_\_\_\_\_  
**DATE**

**Commonwealth of Pennsylvania** )

ss:

**County of Lackawanna** )

On this, the \_\_\_\_\_ day of \_\_\_\_\_ 2018, before me, a Notary Public, the undersigned Officer, personally appeared **Terrance P. Lenahan, MD**, known to me (or satisfactorily proven) to be the person whose name is are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

**In Witness Where**, I hereunto set my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_  
Title of Officer

The Guarantor intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

\_\_\_\_\_  
**James L. Stefanelli, MD**

\_\_\_\_\_  
**DATE**

**Commonwealth of Pennsylvania** )

ss:

**County of Lackawanna** )

On this, the \_\_\_\_\_ day of \_\_\_\_\_ 2018, before me, a Notary Public, the undersigned Officer, personally appeared **James L. Stefanelli, MD**, known to me (or satisfactorily proven) to be the person whose name is are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

**In Witness Where**, I hereunto set my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_  
Title of Officer



The Guarantor intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

\_\_\_\_\_  
**Keith Pritchyk, MD**

\_\_\_\_\_  
**DATE**

**Commonwealth of Pennsylvania )**

**ss:**

**County of Lackawanna )**

On this, the \_\_\_\_\_ day of \_\_\_\_\_ 2018, before me, a Notary Public, the undersigned Officer, personally appeared **Keith Pritchyk, MD**, known to me (or satisfactorily proven) to be the person whose name is are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

**In Witness Where,** I hereunto set my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_  
Title of Officer

The Guarantor intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

\_\_\_\_\_  
**Daniel Brown, MD**

\_\_\_\_\_  
**DATE**

**Commonwealth of Pennsylvania )**

**ss:**

**County of Lackawanna )**

On this, the \_\_\_\_\_ day of \_\_\_\_\_ 2018, before me, a Notary Public, the undersigned Officer, personally appeared **Daniel Brown, MD**, known to me (or satisfactorily proven) to be the person whose name is are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

**In Witness Where,** I hereunto set my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_  
Title of Officer

The Guarantor intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

\_\_\_\_\_  
**Donald L. Preate, MD**

\_\_\_\_\_  
**DATE**

**Commonwealth of Pennsylvania )**

**ss:**

**County of Lackawanna )**

On this, the \_\_\_\_\_ day of \_\_\_\_\_ 2018, before me, a Notary Public, the undersigned Officer, personally appeared **Donald L. Preate, MD**, known to me (or satisfactorily proven) to be the person whose name is ~~are~~ subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

**In Witness Where,** I hereunto set my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_  
Title of Officer

The Guarantor intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

\_\_\_\_\_  
**Ira J. Kohn, MD**

\_\_\_\_\_  
**DATE**

**Commonwealth of Pennsylvania** )

ss:

**County of Lackawanna** )

On this, the \_\_\_\_\_ day of \_\_\_\_\_ 2018, before me, a Notary Public, the undersigned Officer, personally appeared **Ira J. Kohn, MD**, known to me (or satisfactorily proven) to be the person whose name is are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

**In Witness Where,** I hereunto set my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_  
Title of Officer



The Guarantor intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

\_\_\_\_\_  
**J. Robert Ramey, MD**

\_\_\_\_\_  
**DATE**

**Commonwealth of Pennsylvania )**

**ss:**

**County of Lackawanna )**

On this, the \_\_\_\_\_ day of \_\_\_\_\_ 2018, before me, a Notary Public, the undersigned Officer, personally appeared **J. Robert Ramey, MD**, known to me (or satisfactorily proven) to be the person whose name is are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

**In Witness Where,** I hereunto set my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_  
Title of Officer

The Guarantor intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

\_\_\_\_\_  
**James Roche, MD**

\_\_\_\_\_  
**DATE**

**Commonwealth of Pennsylvania** )

ss:

**County of Lackawanna** )

On this, the \_\_\_\_\_ day of \_\_\_\_\_ 2018, before me, a Notary Public, the undersigned Officer, personally appeared **James Roche, MD**, known to me (or satisfactorily proven) to be the person whose name is are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

**In Witness Where**, I hereunto set my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_  
Title of Officer

The Guarantor intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

\_\_\_\_\_  
**Brian Kapp, MD**

\_\_\_\_\_  
**DATE**

**Commonwealth of Pennsylvania )**

**ss:**

**County of Lackawanna )**

On this, the \_\_\_\_\_ day of \_\_\_\_\_ 2018, before me, a Notary Public, the undersigned Officer, personally appeared **Brian Kapp, MD**, known to me (or satisfactorily proven) to be the person whose name is are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

**In Witness Where,** I hereunto set my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_  
Title of Officer



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

February 2, 2018

To the Honorable Council  
Of the City of Scranton  
Municipal Building  
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN TO GRANT AGREEMENT AND MAKE A LOAN/GRANT FROM THE CITY OF SCRANTON'S BUSINESS AND INDUSTRY LOAN TO GRANT PROGRAM, PROJECT NO. 150.42 IN AN AMOUNT NOT TO EXCEED \$250,000.00 TO DELTA MEDIX, P.C. TO ASSIST AN ELIGIBLE PROJECT.

Respectfully,

*Jessica Eskra (s)*

Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

RECEIVED

FEB - 5 2018

OFFICE OF CITY  
COUNCIL/CITY CLERK

RESOLUTION NO. \_\_\_\_\_

2018

**RATIFYING AND APPROVING THE SUBMISSION OF THE GRANT APPLICATION BY THE GRANT MANAGER OF THE CITY OF SCRANTON, LACKAWANNA COUNTY, FOR A PENNSYLVANIA DEPARTMENT OF TRANSPORTATION GREEN LIGHT GO PROGRAM (ROUND 3) GRANT TO REPLACE THE TRAFFIC SIGNAL AT GREEN RIDGE STREET AND WYOMING AVENUE AND AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO ACCEPT AND DISBURSE THE GRANT FUNDS IN THE AMOUNT OF \$135,200.00 TO REPLACE THE TRAFFIC SIGNAL AT GREEN RIDGE STREET AND WYOMING AVENUE.**

WHEREAS, the City of Scranton Grant Manager has submitted a Grant Application for a Grant from the Pennsylvania Department of Transportation Green Light Go Program (Round 3) Grant in the amount of \$135,200.00. The traffic signal at the intersection of Green Ridge Street and Wyoming Avenue is a 1958 ERA Eagle EF20 Electro Mechanical. The Green Ridge Street and Wyoming Avenue intersection is a high traffic area; this outdated and faulty signal is having timing issues and needs immediate replacement. The City of Scranton is underway of updating all the signals in the Green Ridge Street corridor, and the replacement of this signal would be part of that project. The goal is to provide efficient traffic signals, improve traffic flow, and promote safety; and

WHEREAS the total estimated cost of this project is \$169,000.00, with \$135,200.00 from the Department of Transportation Green Light Go Program (Round 3) Grant and matching funds from the City of Scranton Liquid Fuel Funds in the amount of \$33,800.00. A copy of the Grant Application is attached hereto as Exhibit "A" and incorporated herein as if set forth at length.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the actions of the City of Scranton Grant Manager in submitting the Grant Application, substantially in the form attached hereto, are hereby ratified and further, the Mayor and other appropriate city Officials are hereby authorized to accept and disburse the Grant funds in the amount of \$135,200.00 to replace the traffic signal at Green Ridge Street and Wyoming Avenue.

**SECTION 1.** If any section, clause, provision or portion of this Resolution shall be held invalid, or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

**SECTION 2.** This Resolution shall become effective immediately upon approval.

**SECTION 3.** This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, Known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

**City of Scranton**  
**Maggie Perry**  
**Grant Manager**

100 South Washington Avenue  
Scranton, Pennsylvania 18503  
Tel: (570) 558-8335  
Fax: (570) 207-0412  
mamclane@scrantonpa.gov



Date: February 5, 2018

To: Attorney Jessica Boyles

From: Maggie Perry- Grant Manager

Re: Green Light Go Grant- Traffic Signal Replacement Green Ridge Street and Wyoming Avenue

---

Atty. Boyles,

The City of Scranton was awarded \$135,200 through the PENNDOT Green Light Go Program to replace the traffic signal at Green Ridge Street and Wyoming Avenue. The total cost of this project is \$169,000 – the City has committed a funding match of \$33,800 in order to complete this project.

I am requesting that you send legislation to City Council to accept and execute this grant funding.

I also request that the Grant Agreement is signed for acceptance.

If you have any questions or concerns please feel free to contact me at any time.

Respectfully,

  
Maggie Perry

**2016 Green Light-GO Program Application****Scranton City (GLG-2016-35302-0935)****District / County** 04 - Lackawanna County**Project Title** Traffic Signal Replacement Green Ridge Street and Wyoming Avenue**Applicant Contact Information****First Name**

Maggie

**Last Name**

Perry

**Title**

Grant Manager

**Street Address**

340 N. Washington Avenue

**City**

Scranton

**Zip Code**

18503

**Phone Number**

570-558-8335

**Alternative Phone Number****E-mail Address**

mamclane@scrantonpa.gov

**Project Summary****Project Title**

Traffic Signal Replacement Green Ridge Street and Wyoming Avenue

**Project Type**

Other

**Description of Proposed Project**

The traffic signal at the intersection of Green Ridge Street and Wyoming Avenue is a 1958 ERA Eagle EF20 Electro Mechanical. The Green Ridge Street and Wyoming Avenue intersection is a high traffic area; this outdated and faulty signal is having timing issues and needs immediate replacement. The City of Scranton is underway of updating all the signals in the Green Ridge Street corridor, the replacement of this signal would be part of that project.

**Is this a multi municipality application?** ☐ No**Location****Location Description**

This project would entail replacement of the traffic signal at Green Ridge Street and Wyoming Avenue.

Pennshare ID	Permit No	Municipality	MajorStreet	MinorStreet	Corridor
35302772	NO PERMIT	Scranton City	GREEN RIDGE ST	WYOMING AV	Critical

**Project Location Map Attachments**

38545-map.pdf



## Project Funding

### Project Budget

Activity	Requested Amount	Matched Amount
Preliminary Engineering	\$0.00	\$0.00
Final Budget Cost	\$0.00	\$0.00
Utilities Cost	\$0.00	\$0.00
Right-of-Way Costs	\$0.00	\$0.00
Construction Cost	\$135,200.00	\$33,800.00
Miscellaneous Services	\$0.00	\$0.00
<b>Total</b>	<b>\$135,200.00</b>	<b>\$33,800.00</b>

<b>Total Project Cost</b>	<b>\$169,000.00</b>
<b>Matched Percentage</b>	<b>20.00 %</b>

### Matched Funding Sources

- ☐ County Liquid Fuels Funds
- ☒ Municipality Liquid Fuels Funds
- ☐ General Fund Distribution
- ☐ Financed (PIB, Bond, etc.)
- ☐ Act 209 - Municipal Transportation Impact Fees
- ☐ Developer Contributions
- ☐ Private Funds
- ☐ Agility Agreement
- ☐ In-Kind Services
- ☐ Other

### Cost Estimate Attachments

38551-Green Ridge St and Wyoming Ave Prel Cost Estimate.pdf  
 38860-matching funds letter.pdf

## Supporting Documents

38862-matching funds letter.pdf

## Terms & Conditions

### Eligibility.

- (a) A county, city, borough, incorporated town, township, home rule municipality, or planning organizations (metropolitan or rural) is an eligible applicant for the Green Light – Go Program.
- (b) Grants require at least a 20% match of the total project cost. Except for transportation improvement program funds, the match may consist of any combination of Federal, State, regional, local and private funds, including in-kind contributions such as an exchange of services between the department and municipality.
- (c) Projects awarded will be designed and managed by the applicant in accordance with applicable Department specifications unless otherwise directed by the Department.
- (d) Grants are available for maintenance and capital projects.
  - (1) Maintenance projects may include recurring costs for regional operations such as retiming, developing special event plans, monitoring traffic signals and for maintaining and operating traffic signals.

(7) Cooperation among municipalities in advancing multi-municipal projects and corridors.

(b) Unless otherwise restricted by law, the Department has discretion in the selection of projects and in the determination of funding levels, priorities, critical project selection criteria, project phasing, project design, and specifications and performance criteria.

(1) The Department may establish a formal scoring formula to assist in evaluating project proposals and may amend or adjust that formula from time to time. The Department, however, is not obligated to follow any particular scoring formula and may apply its discretion as necessary to allocate scarce grant funds among eligible projects and applicants in any manner it determines appropriate.

(2) The Department will not disclose evaluation scores or rank to individual applications, except as required by law.

(c) As part of the application evaluation process, the Department may determine that the scope or specifications of a proposed project should be modified to accommodate available funding, anticipated use or to better accommodate potential user needs.

(d) The Department may confer with an applicant to clarify the intent of, or to amend the scope or specifications of, a proposed project. The consultation may not be construed as a commitment by the Department to offer an award under this chapter.

(e) The Department may visit the site of a proposed project to clarify the intent of, or to amend the scope or specifications of, a proposed project. The consultation may not be construed as a commitment by the Department to offer an award under this chapter.

#### **Offer and acceptance.**

(a) The Department will, in writing, notify each applicant which has submitted a completed application whether or not its application was successful.

(b) A written award letter issued to an applicant will describe specific award terms, conditions, and matching fund requirements, and will be accompanied by a grant agreement.

(1) The award letter will have a clearly identified date of issuance or mailing.

(2) The applicant will sign the grant agreement to accept the offer. The award offer letter will also contain instructions to notify an applicant how to decline an offer.

(c) The applicant shall, within 60 days of the date of issuance or mailing of the award offer (whichever is later) and by certified mail, notify the Department, as provided in subsection (b)(2), whether the offer is accepted or declined.

(d) If the applicant fails to return a signed agreement within the time limit set in subsection (c), the offer will lapse and become void. The Department may, at the discretion of the Secretary, extend the deadline for acceptance of the award offer.

(e) At the request of an applicant, the Department may conduct a debriefing with an applicant whose application has been denied.

(1) The applicant may request a debriefing by emailing the Department at [RAPDSIGNALFUNDING@pa.gov](mailto:RAPDSIGNALFUNDING@pa.gov).

(2) The debriefing request shall provide the name of the municipality, application, and any initial questions regarding the application.

(3) The debriefing will evaluate the requestor's application based on the selection criteria and will not be compared against any other application submissions.

(f) If one or more offers are declined or voided in accordance with subsections (c) and (d), the Department may make an award offer to an applicant initially notified under subsection (a) that an offer would not be made. Timely response to an offer made under this subsection shall be in accordance with subsections (c) and (d).

#### **Project kick-off meeting and field view.**

(a) A project kick-off meeting and field view are suggested for larger Green Light - Go Program projects. The Department will determine if a project kick-off meeting and field view are necessary.

(b) The purpose of the kick-off meeting is for the project team to meet and begin to focus on the specific elements of what will be achieved from start to completion of the project.

(c) The meeting should be conducted within 60 days after the Department receives a signed the agreement.

#### **Standards, methods, techniques, designs and special conditions.**

Department has the absolute right to inspect the project sites, proposed project sites, records and construction materials.

(b) An inspection may include the following:

(1) The reproduction and examination of records.

(2) The taking of samples applicable to evaluation or project quality control.

(3) The assessment of any factor relevant to the project, application or contract terms related to the award process.

(c) An award recipient's denial of access to records, failure to produce records or obstruction of an inspection may result in the withdrawal of the award and disqualification from future consideration for Green Light - Go grants.

#### **Payment procedures.**

(a) Prior to the disbursement of funds, the Department may conduct inspections, testing, review or audit records of accounts to validate, to the satisfaction of the Department, that the disbursement of funds is warranted.

(b) An award recipient, having received payment or partial payment or reimbursement under an award under this chapter, shall, within seven calendar days of receipt of funds from the Department, make payments to vendors and contractors for services and materials properly invoiced under the project.

(c) The award recipient shall provide proof to the Department that payment for project subcontractors has been made within 30 calendar days of receipt of award funds.

(d) An award recipient shall forward requests for payment to the Department on the forms provided, the Department's Grant Management System ([dotGrants](#)), or in a manner specified by the Department. A request must include submission of actual cost documentation consisting of approved contract estimates of work-in-place, approved invoices or other evidence of incurred costs satisfactory to the Department.

(e) Payment requests may be made for projects in progress but are limited to one request per month.

(f) All in-kind services should be documented and submitted with each invoice using the In-Kind Contributions Documentation Form available at [www.dot.state.pa.us/signals](http://www.dot.state.pa.us/signals).

#### **Liability; forfeiture of funds; repayment.**

If an award recipient fails to comply with the terms and conditions of an award issued under these terms and conditions, the following conditions apply:

(a) The award recipient shall immediately reimburse the Department the amount demanded by the Department, up to the total amount of the award.

(b) The Department may, at the discretion of the Director, disqualify the award recipient from future consideration for Green Light - Go grants.

#### **Waiver.**

(a) The Department may waive requirements to submit specific information or data normally required for an application.

(b) Waivers may be provided after written request to the Secretary and formal written response to the applicant by the Secretary or his or her designee prior to submission of the completed application.

☒ I agree to these Terms & Conditions as the applicant

Application Submitted Date 9/30/2016 10:43:57AM



July 6, 2017

Maggie Perry, Grant Manager  
Scranton City  
340 North Washington Avenue  
Scranton, PA 18503

Dear Ms. Perry:

I am pleased to inform you that your application for Pennsylvania's 2016 Green Light-Go Program was approved. The Green Ridge Street and Wyoming Avenue Traffic Signal improvement Project will be awarded the requested amount of \$135,200, once the following steps have been completed and submitted in one package back to the Department:

- (1) **Acceptance Letter.** Provide a municipal letter stating acceptance of the grant award. If you wish to decline this grant, please notify the Department as soon as possible.
- (2) **Grant Agreement.** An Authorized Official, (as per your appropriate municipal code), must sign, date, and complete the attached Grant Agreement.
  - (a) **Resolution.** Provide a signature resolution that identifies the signature authority of the individual signing the Grant Agreement.
- (3) **Funding Match.** Identify the source of the funding match and indicate how the funding can be obtained.

This Grant Agreement must be completed and the original copy returned no later than September 1, 2017. Once the original copy is received and processed, the Department will provide a grant award letter along with the fully executed grant agreement. Note that no work can begin until a fully signed and executed agreement has been provided back to the applicant unless otherwise previously approved by the Department. By accepting the grant, the municipality agrees to the Terms and Conditions outlined in the Grant Application and on the Traffic Signal Portal: (<http://www.dot.state.pa.us/signals>).

Your application is considered a Local Grant Element, which has the following project expectations:

- Project will be a Municipal Managed Project where the municipality is responsible for providing a municipal employee or consultant with approval authority to manage the project development phases from design through construction, as applicable. The Project should not begin until the agreement has been fully executed.
- 20% match commitment from local and/or private funds.

Thank you for your interest in the Commonwealth's transportation system and advancing the Green Light-Go Program. We look forward to seeing your project implemented.

Should you have any questions, please contact Daniel Farley, Chief, Traffic Operations Deployment and Maintenance Section, at 717.783.0333.

Sincerely,

A handwritten signature in black ink, appearing to read "R. N. Roman", is written over a horizontal line.

for Richard N. Roman, P.E., Director  
Bureau of Maintenance and Operations

## Project Estimated Costs

	<u>Grant Amount</u>	<u>Municipal Match</u>	<u>Subtotals</u>
Preliminary Engineering	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Final Design	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Utilities	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Right-of-Way	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Construction	<input type="text" value="\$135,200.00"/>	<input type="text" value="\$33,800.00"/>	<input type="text" value="\$169,000.00"/>
Miscellaneous Services	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>

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Total Cost	<input type="text" value="\$135,200.00"/>	<input type="text" value="\$33,800.00"/>	<input type="text" value="\$169,000.00"/>
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Municipal Match %	<input type="text" value="20"/>
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County	<input type="text" value="Lackawanna County"/>
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Municipality	<input type="text" value="Scranton City"/>
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Project Title	<input type="text" value="Traffic Signal Replacement Green Ridge Street and Wyoming Ave"/>
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## **Terms & Conditions**

### **Eligibility.**

- (a) Municipalities are eligible grantees in the Green Light – Go Program.
- (b) Grants require at least a 20% match of the total project costs as identified within 75 Pa. C.S. §9511 (e.1).
- (c) Projects identified as a Local Grant Element will be designed and managed by the applicant in accordance with applicable Department specifications and total project costs will include all costs incurred by the Department.
- (d) Projects identified as a PennDOT Project Element will be designed and managed by the Department in accordance with applicable Department specifications and total project costs will include all costs incurred by the Department.
- (e) Grants are available for maintenance and capital projects.
  - (1) Maintenance projects may include recurring costs for regional operations such as retiming, developing special event plans, monitoring traffic signals and for maintaining and operating traffic signals.
    - (i) Eligible maintenance projects must have a minimum estimated useful life of at least 5 years.
    - (ii) Eligible maintenance projects may not include costs for the acquisition of land, rights to land, buildings or building materials to construct a new building or buildings.
  - (2) Eligible capital projects must have an estimated useful life of at least 18 years and may include non-recurring costs related to maintaining and operating traffic signals, including purchase of any of the following:
    - (i) Equipment upgrades.
    - (ii) new equipment for system expansion.
    - (iii) Land or rights to land or buildings.

### **Application period and deadlines.**

- (a) Applications are to be electronically submitted during the open application period.
- (b) The open application period will be determined by the Department on an annual basis and published in the *Pennsylvania Bulletin*.

(c) Only electronic applications received during the open application period are considered to meet the application deadline for a particular fiscal year.

#### **Application submission procedure.**

(a) Applications shall be filed electronically using the dotGrants web-based application or as otherwise determined by the Department.

(b) Applications shall be fully completed by the applicant upon submission and must include, among other criteria specified on the particular application:

- (1) Documentation from participating municipalities establishing that the lead municipality is authorized to submit an application on their behalf for a multi-municipal application submission.
- (2) Map that identifies the location(s) of traffic signals for which funding is requested.
- (3) Anticipated project implementation schedule with identified milestones and completion date (include all key project phases, if applicable).
- (4) Documentation of the availability of matching funds and any proposed in-kind services, maintenance agreement, or any other non-financial form of a proposed match.
- (5) Detailed cost estimate. All costs will be deemed estimates until the time a formal grant offer is made.
- (6) Documentation demonstrating the applicant project's capacity to provide the 50% local funds match, meet inspection requirements, standard contract provisions, and competitive bid requirements.
- (7) Documentation demonstrating the applicant project's ability to meet the selection criteria set forth below.

(c) The Department may reject an application which does not include the data required by the application, program policies or applicable laws or regulations.

#### **Public records.**

Submissions to the Department may be subject to the requirements of the Right-to-Know Law (65 P. S. §§ 67.101—67.3104) and exceptions thereto.

#### **Selection process and criteria.**

(a) The Department will evaluate each eligible project in terms of:

- (1) The project's effect on improving safety, enhancing mobility, reducing congestion and greenhouse gases.
- (2) How the project supports the regional transportation system consistent with goals of the Statewide Long-Range Transportation Plan, Municipal Comprehensive Plan, local

Department Engineering District, and representative metropolitan planning organization or rural planning organization.

(3) Achieving a positive benefit/cost ratio.

(4) Leveraging available project funds.

(5) The applicant's ability to provide an effective level of maintenance and operations over the useful life of the improvements.

(6) Consistency with priority programs established by the Department, including but not limited to enhancing key freight corridors, transit corridors, and safety/mobility targets.

(7) Cooperation among municipalities in advancing multi-municipal projects and corridors.

(b) Unless otherwise restricted by law, the Department has discretion in the selection of projects and in the determination of funding levels, priorities, critical project selection criteria, project phasing, project design, and specifications and performance criteria.

(1) The Department may establish a formal scoring formula to assist in evaluating project proposals and may amend or adjust that formula from time to time. The Department, however, is not obligated to follow any particular scoring formula and may apply its discretion as necessary to allocate scarce grant funds among eligible projects and applicants in any manner it determines appropriate.

(2) The Department will not disclose evaluation scores or rank to individual applications, except as required by law.

(c) As part of the application evaluation process, the Department may determine that the scope or specifications of a proposed project should be modified to accommodate available funding, anticipated use or to better accommodate potential user needs.

(d) The Department may confer with an applicant to clarify the intent of, or to amend the scope or specifications of, a proposed project. The consultation may not be construed as a commitment by the Department to offer an award under this chapter.

(e) The Department may visit the site of a proposed project to clarify the intent of, or to amend the scope or specifications of, a proposed project. The consultation may not be construed as a commitment by the Department to offer an award under this chapter.

### **Offer and acceptance.**

(a) The Department will, in writing, notify each applicant which has submitted a completed application whether or not its application was successful.



(b) A written award letter issued to an applicant will describe specific award terms, conditions, and matching fund requirements, and will be accompanied by a grant agreement.

(1) The award letter will have a clearly identified date of issuance or mailing.

(2) The applicant will sign the grant agreement to accept the offer. The award offer letter will also contain instructions to notify an applicant how to decline an offer.

(c) The applicant shall, within 60 days of the date of issuance or mailing of the award offer (whichever is later) and by certified mail, notify the Department, as provided in subsection (b)(2), whether the offer is accepted or declined.

(d) If the applicant fails to return a signed agreement within the time limit set in subsection (c), the offer will lapse and become void. The Department may, at the discretion of the Secretary, extend the deadline for acceptance of the award offer.

(e) At the request of an applicant, the Department may conduct a debriefing with an applicant whose application has been denied.

(1) The applicant may request a debriefing by emailing the Department at RA-PDSIGNALFUNDING@pa.gov.

(2) The debriefing request shall provide the name of the municipality, application, and any initial questions regarding the application.

(3) The debriefing will evaluate the requestor's application based on the selection criteria and will not be compared against any other application submissions.

(f) If one or more offers are declined or voided in accordance with subsections (c) and (d), the Department may make an award offer to an applicant initially notified under subsection (a) that an offer would not be made. Timely response to an offer made under this subsection shall be in accordance with subsections (c) and (d).

### **Project Kick-off Meeting and Field View**

(a) A project kick-off meeting and field view are suggested for larger Green Light - Go Program projects. The Department will determine if a project kick-off meeting and field view are necessary.

(b) The purpose of the kick-off meeting is for the project team to meet and begin to focus on the specific elements of what will be achieved from start to completion of the project.

(c) The meeting should be conducted within 60 days after the Department receives a signed the agreement.

### **Standards, methods, techniques, designs and special conditions.**

(a) The Department reserves the right to specify or make determination as to the standards, methods, techniques, design and dimensional criteria acceptable in projects funded by awards under this chapter.

(b) The design and construction of an approved project are subject to the review and approval of the Department, including costs, materials, plans, specifications, design and operational details.

(c) Failure to meet special conditions, performance criteria or specifications may result in the withdrawal of the award, disqualification from future consideration for an award under this chapter or declaration of an award recipient to be in default of the terms of the agreement.

(d) Steel products used in a project funded by an award issued under this chapter must comply with the Steel Products Procurement Act (73 P. S. §§ 1881—1887).

### **Prevailing wage.**

Projects funded by awards under this chapter are subject to prevailing wage requirements as required under the Pennsylvania Prevailing Wage Act (43 P. S. §§ 165.1—165.17).

### **Audits and recordkeeping.**

#### **(a) General.**

(1) An applicant receiving an award under this chapter shall keep records as the Department may prescribe, including records which facilitate an effective audit and fully disclose:

(i) The amount and disposition by the applicant of the award proceeds.

(ii) The total cost of the plan or program in connection for which the award is given or used.

(iii) The amount and nature of that portion of the cost of the plan or program supplied by other sources.

(2) The Department shall have access to books, documents, papers and records of the award recipient that are pertinent to an award issued under this chapter for the purpose of audit and examination. This includes progress audits during the project.

(3) An award recipient shall establish and maintain an adequate accounting record for an individual project which will allow the Department to determine the legitimacy of costs incurred for the project.

(4) The award recipient shall maintain effective control over and accountability for all funds, property and other assets. Applicants shall adequately safeguard assets and ensure that assets are used solely for authorized purposes.

(5) A award recipient shall establish procedures to minimize the time elapsing between the transfer of funds from the Department and the distribution by the applicant whenever funds are advanced by the Department.

(6) The award recipient shall include a clause in any contract related to the award that allows Department access to the applicant's contractor's records for purposes of accounting and audit.

(b) *Retention of records.*

(1) An award recipient shall retain for 5 years after the date of the submission of the final Department payment documentary evidence such as invoices, cost estimates and negotiation documents regarding any items of project cost. These documents include the following:

- (i) Monthly status updates.
- (ii) Vendor's invoices.
- (iii) Applicable purchase orders.
- (iv) Plans.
- (v) Inspection reports.
- (vi) Final inspection report showing acceptance for the project.
- (vii) A record of disposition or correction of unsatisfactory work.

(2) An award recipient shall retain for 5 years after the date of the submission of the final Department payment evidence of payments for items of project costs including the following:

- (i) Vouchers.
- (ii) Cancelled checks or warrants.
- (iii) Receipts for cash payments.

(3) If audit findings have not been resolved, records shall be retained until the findings have been resolved.

## **Inspection.**

(a) The Department or an agency of the Commonwealth, or both, or a person designated or authorized by the Department has the absolute right to inspect the project sites, proposed project sites, records and construction materials regarding a project funded by an award issued under this chapter.

(b) An inspection ordered by the Department or conducted under this chapter may include the following:

(1) The reproduction and examination of records.

(2) The taking of samples applicable to evaluation or project quality control.

(3) The assessment of any factor relevant to the project, application or contract terms related to the award process.

(c) An award recipient's denial of access to records, failure to produce records or obstruction of an inspection may result in the withdrawal of the award and disqualification from future consideration for awards issued under this chapter.

## **Payment procedures.**

(a) Prior to the disbursement of funds, the Department may conduct inspections, testing, review or audit records of accounts to validate, to the satisfaction of the Department, that the disbursement of funds is warranted.

(b) An award recipient, having received payment or partial payment or reimbursement under an award under this chapter, shall, within 7 calendar days of receipt of funds from the Department, make payments to vendors and contractors for services and materials properly invoiced under the project.

(c) The award recipient shall provide proof to the Department that payment for project subcontractors has been made within 30 calendar days of receipt of award funds.

(d) A award recipient shall forward requests for payment to the Department on the forms provided, the Department's Grant Management System (dotGrants), or in a manner specified by the Department. A request must include submission of actual cost documentation consisting of approved contract estimates of work-in-place, approved invoices or other evidence of incurred costs satisfactory to the Department.

(e) Ten percent of each award payment will be withheld by the Department as retainage until final inspection and approval of the project by the Department.

(f) Payment requests may be made for projects in progress but are limited to one request per month.

(g) All in-kind services should be documented and submitted with each invoice using the In-Kind Contributions Documentation Form available at [www.dot.state.pa.us/signals](http://www.dot.state.pa.us/signals).

### **Liability; forfeiture of funds; repayment.**

(a) If an award recipient fails to comply with the terms and conditions of an award issued under this chapter, the following conditions apply:

(1) The award recipient shall immediately reimburse the Department the amount demanded by the Department, up to the total amount of the award.

(2) The Department may, at the discretion of the Director, disqualify the award recipient from future consideration for issued under this chapter.

(b) An award recipient aggrieved by a decision of the Department under this section may take an appeal under 2 Pa.C.S. §§ 501—508 and 701—704 (relating to Administrative Agency Law) and 1 Pa. Code Part II (relating to General Rules of Administrative Practice and Procedure).

### **Waiver.**

(a) The Department may waive requirements to submit specific information or data normally required for an application.

(b) Waivers may be provided after written request to the Secretary and formal written response to the applicant by the Secretary or his or her designee prior to submission of the completed application.

(c) In the event of an emergency or other event deemed of critical concern to the Commonwealth, the Secretary may waive any, or all, of the requirements of this chapter otherwise not prohibited by law.

<b>Effective Date:</b>	<b>EALA #:</b> EALABMS35302
<b>Date of Offer:</b> July 6, 2017	<b>Funds Commitment #:</b>
<b>Internal Order Number:</b> 89975	<b>Agreement #:</b> 2016GLG017
<b>Grantee:</b> Scranton City (35302)	<b>SAP Vendor#:</b> 141721
<b>Project Title:</b> Traffic Signal Replacement Green Ridge Street and Wyoming Avenue	<b>MPMS#:</b> 109416
<b>Total Grant Amount Not to Exceed:</b> \$135,200.00	<b>ECMS#</b>
<b>PennDOT Fiscal Year:</b> 17/18 (Year 3)	<b>X Local Grant Element</b> <input type="checkbox"/> PennDOT Project Element

## GRANT/REIMBURSEMENT AGREEMENT

### Green Light-Go Program

This Grant/Reimbursement Agreement is made by and between the Commonwealth of Pennsylvania, Department of Transportation (PENNDOT)

and  
Scranton City (35302) (GRANTEE).

### W I T N E S S E T H:

WHEREAS, 74 Pa.C.S. Chapter 92, added by Act 89 of 2013, provides for the establishment and implementation of a program to allocate funds to municipalities for traffic signals, provided that the municipality match PENNDOT funding in an amount not less than 20% of the amount of the financial assistance being provided; and,

WHEREAS, Under 74 Pa.C.S. Chapter 92 (relating to traffic signals) and 75 Pa.C.S. § 9511(e.1) (relating to allocation of proceeds), the PENNDOT established the Green Light-Go: Pennsylvania's Municipal Partnership Program, also known as the "Green Light-Go Program." The Green Light-Go Program is a competitive application requiring a 20% municipal or private cash match for municipalities to request financial assistance for existing traffic signal maintenance and operations activities identified in 75 Pa.C.S. § 9511(e.1), and,

WHEREAS, PENNDOT invited municipalities to submit grant applications, and GRANTEE's application was selected for participation in the Green Light-Go program; and,

WHEREAS, GRANTEE has signified its willingness to participate in the Green Light-Go program and the PENNDOT agrees to partially fund the GRANTEE's project to the grant amount, in accordance with the terms, conditions and provisions set forth below.

## NOW, THEREFORE:

For and in consideration of the foregoing premises, the mutual covenants hereinafter contained and with the intent to be legally bound hereby, the parties agree as follows:

**1. Incorporation by Reference.** The foregoing recitals are incorporated by reference as if fully set forth among the terms and conditions of this Grant/Reimbursement Agreement.

**2. Scope of Work.** The Project consists of 4, as more particularly described in the attached Grant Application(s) (Exhibit D). The Project was competitively selected, and therefore PENNDOT will not allow substantial scope changes or substitute projects after an award is made.

**3. Scope of This Agreement.**

(a) This Grant/Reimbursement Agreement comprises:

- (i) this document, including its exhibits (Exhibits E, F, G, H, I and J);
- (ii) the Project Estimated Costs (Exhibit A);
- (iii) the Grant Terms and Conditions (Exhibit B);
- (iv) the Grant Offer Letter (Exhibit C); and
- (v) the Grant Application (Exhibit D), and any other document referenced or incorporated in the Grant Application.

(b) Each Grant/Reimbursement Agreement, including its exhibits and referenced documents, applies to only the particular Grant and Project covered by that Grant/Reimbursement Agreement. If there is any ambiguity or inconsistency between the documents constituting this Grant/Reimbursement Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

**4. Scope of Funding.** The total amount of the Grant is \$135,200.00. Funding by activity will be as follows:

	<u>Grant Amount</u>	<u>Municipal Match</u>	<u>Total Amount</u>
Preliminary Engineering	\$ 0.00	\$ 0.00	\$ 0.00
Final Design	\$ 0.00	\$ 0.00	\$ 0.00
Utilities	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way	\$ 0.00	\$ 0.00	\$ 0.00
Construction	\$135,200.00	\$33,800.00	\$169,000.00
Miscellaneous Services	\$ 0.00	\$ 0.00	\$ 0.00
<hr/>			
<b>Total Cost</b>	<b>\$135,200.00</b>	<b>\$33,800.00</b>	<b>\$169,000.00</b>

**5. Term of Grant.** The Project funding begins on Grant/Reimbursement Agreement Execution and ends on December 31, 2019 the Expiration Date.

- (a) Project activities for which this Grant/Reimbursement Agreement is written must be completed by the following deadlines:

Completion of Construction	<b>June 30, 2019</b>
Submission of Final Invoice to PENNDOT	<b>August 30, 2019</b>
Agreement Expiration	<b>December 31, 2019</b>

Project deadlines may be extended at PENNDOT's discretion. If not extended, then if a deadline is not met, PENNDOT may:

- (i) suspend payment of the Grant funds until the Project schedule is made current; or
  - (ii) terminate this Grant/Reimbursement Agreement in accordance with the Grant Terms and Conditions regarding liability, forfeiture of funds, and repayment.
- (b) If the Project is not completed and final invoice submitted by the Expiration Date, no additional payments will be made to the GRANTEE, and the remaining funds will revert back to the Green Light-Go program.

**6. Local Project Element – Payment of Grant Funds.**

- (a) If the Project is considered a local project element as identified on the first page of this Grant/Reimbursement Agreement. If selected, GRANTEE shall have management responsibility for the Project. GRANTEE shall administer all aspects of the performance of the Project.
- (i) The work shall be performed by the GRANTEE's employees, contractors and/or consultants.
  - (ii) GRANTEE shall be responsible for preparing final design plans, specifications and estimates, environmental documents, and right-of-way plans, as necessary, and to perform any required utility relocation.
- (b) PENNDOT will make payments to the GRANTEE through the Automated Clearing House ("ACH"). Within 10 days of the contract execution date, the recipient of the funding must submit or must have already submitted its ACH and electronic addenda information, if desired, to the PennDOT's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Service Center, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9<sup>th</sup> Floor, Harrisburg, PA 17101. A copy of the ACH enrollment form can be obtained online at [www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf)
- i) The GRANTEE must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth's ACH remittance advice to enable the GRANTEE to properly apply the DEPARTMENT's payment to the respective invoice or program.
  - ii) It is the responsibility of the GRANTEE to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and



complete. Failure to maintain accurate and complete information may result in delays in payments.

(c) GRANTEE shall maintain full and complete records of all receipts and disbursements of all Project funds for three (3) years from the date of final payment of grant funds under this Grant/Reimbursement Agreement to GRANTEE for inspection and/or audit. PENNDOT, or any of its authorized officers, agents or employees, shall have full and complete access to the records to inspect, copy, or carry them away, at any reasonable time during the term of this Grant/Reimbursement Agreement or the three (3) year retention period. The account and records shall comply with generally accepted accounting practices.

(d) Each payment will be made following submission by the GRANTEE of an itemized invoice. To be correctly itemized, the invoice must be in the form of Exhibit (E).

#### **7. PENNDOT Project Element – Use of Grant Funds.**

(a) If the Project is considered a PENNDOT project element as identified on the first page of this agreement. PENNDOT shall have management responsibility for the Project. PENNDOT shall administer all aspects of the performance of the Project.

- (i) The work shall be performed by PENNDOT employees, contractors and/or consultants, except as may be otherwise provided in this Grant/Reimbursement Agreement.
- (ii) PENNDOT shall be responsible for preparing final design plans, specifications and estimates, environmental documents, and right-of-way plans, as necessary, and to perform any required utility relocation.
- (iii) PENNDOT shall be responsible for the bidding and award of any necessary contracts for construction and construction inspection. If the amounts bid exceed the Project estimated costs, the parties agree to meet within seven business days to discuss project funding. The parties may agree to re-bid, reduce or alter the Project scope, terminate the Project, or proceed with the Project at the higher cost.
- (iv) During the conduct of the work, PENNDOT is authorized to proceed with and approve any change order provided that the aggregate cost associated with all change orders does not exceed 10% of the total project estimated costs. If the change order cost exceeds 10% of the total project estimated costs, the GRANTEE shall be presented with a change order request for each subsequent change order request. If GRANTEE does not approve any proposed change order, GRANTEE shall notify PENNDOT, in writing, of its disapproval within three business days and the parties shall meet within one business day after the notice is given in an effort to resolve the objection. If no notice of disapproval is given within three business days, the change order shall be deemed approved. The parties shall use their respective best efforts to resolve any objection to a change order raised by GRANTEE. Additionally, once the aggregate of change orders exceeds 10% of the total Project estimated costs, the parties shall promptly meet within seven business days to discuss the change order needs.

(b) The GRANTEE shall reimburse PENNDOT for the municipal match. In any instance where Project costs are incurred in excess of the grant amount, including but not limited to instances where change orders are approved, GRANTEE shall reimburse PENNDOT the excess amount within 30 days after receipt of an invoice from PENNDOT which itemizes the costs and expenses to be reimbursed.

(c) The GRANTEE authorizes PENNDOT to withhold as much of the grant amount and municipal match as may be needed to complete any necessary work and to reimburse PENNDOT in full for all costs incurred, and authorizes PENNDOT to apply those funds to perform and complete the Project.

(d) The scope of funding and Project estimated costs are based on information supplied by the GRANTEE in its application, and PENNDOT relied upon that information to offer the Grant. The grant amount will not be increased, and GRANTEE bears all risk for costs exceeding the project estimates.

(e) PENNDOT shall acquire all rights-of-way necessary to perform the Project in accordance with all applicable federal and state laws, policies and procedures. PENNDOT shall be responsible for all negotiations, defense of all claims and initial payment of all property damages or right-of-way costs resulting from any acquisition and/or condemnation. Acquisition cost shall include, but shall not be limited to, payment of claims of affected property owners, photographic, appraisal and engineering services; title reports; counsel fees; expert witness fees required for the adjudication of all property damage claims; transcripts of testimony before the board of view; and all record costs, including printing costs, in case of appeal to an appellate court. In the event that PENNDOT exercises its power of eminent domain over any real property owned by GRANTEE, GRANTEE agrees to waive just compensation for right-of-way necessary for the Project.

(f) PENNDOT may perform multiple projects for different grants and/or GRANTEES together through a bundled procurement, in order to perform similar projects in the most cost-effective manner. Projects awarded under the PENNDOT Project Element will be evaluated to determine the most fiscally responsible manner of project delivery, considering cost and project management requirements.

(g) GRANTEE shall have the right at all reasonable times and upon reasonable notice to PENNDOT to review PENNDOT's records addressing the bidding, letting, contracting, invoicing and payment for work done on the Project.

**8. Reporting.** GRANTEE agrees to comply with the reporting requirements contained in PENNDOT Publication 191. GRANTEE also agrees to create and provide a report to the PENNDOT representative at the completion of the Project showing that the work was completed in accordance with this Grant/Reimbursement Agreement, and this report shall include an accounting summary of all funds expended toward the Project.

**9. Effective Date.** This Grant/Reimbursement Agreement will not be effective until it has been executed by all necessary PENNDOT officials as required by law. Following full execution, PENNDOT will insert the effective date at the top of Page 1. This Grant/Reimbursement Agreement shall remain in effect until the Project is abandoned or the Expiration Date, whichever occurs first.

**10. Availability of Funds.** The GRANTEE, by executing this Grant/Reimbursement Agreement, certifies that it has on hand sufficient funds to meet all of its obligations under the terms of this Grant/Reimbursement Agreement, and that the GRANTEE, and not PENNDOT, shall bear and provide for all costs incurred in excess of the grant amount.

**11. Points of Contact.** All notices or other communications that are required or any to be given under this Grant/Reimbursement Agreement shall be addressed as follows:

If to PENNDOT:

Daniel Farley  
Traffic Operations Deployment and Maintenance Section  
Bureau of Maintenance and Operations, Department of Transportation  
400 North Street, 6<sup>th</sup> Floor  
Harrisburg, PA 17120  
[RA-PDSIGNALFUNDING@pa.gov](mailto:RA-PDSIGNALFUNDING@pa.gov)  
FAX: (717)705-0686

If to GRANTEE:

Maggie Perry  
Grant Manager  
City of Scranton  
340 N. Washington Avenue  
Scranton, PA 18503  
(570)558-8335  
[mamclane@scrantonpa.gov](mailto:mamclane@scrantonpa.gov)

or to such other person or address as the parties may provide to each other in writing.

**12. Other Contributions.** "Other Contributions" means the financial or in-kind contributions other than the Grant set out below:

Contributor	Nature of Contribution	Amount	Timing
		\$	

GRANTEE agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Project. If the Other Contributions are not provided in accordance with this clause, then PENNDOT may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Grant/Reimbursement Agreement in accordance with the General Grant Terms and Conditions regarding liability, forfeiture of funds, and repayment.

### **13. Equipment and Assets.**

(a) GRANTEE agrees to obtain PENNDOT's prior written approval to use the Grant to purchase any equipment or asset for more than \$5,000, apart from those listed in the Grant Application and/or detailed below:

(b) GRANTEE agrees to use the equipment and assets for the purposes of the Project.

(c) GRANTEE agrees that the proceeds of any equipment and assets purchased with the Grant disposed of during the Project must be treated as part of the Grant and used for the purposes of the Project.

### **14. Relevant Qualifications or Skills.**

(a) GRANTEE agrees to ensure that personnel performing work in relation to the Project are appropriately qualified to perform the tasks indicated. In order to properly maintain the traffic signal equipment covered by this applicant, the GRANTEE agrees to provide, as minimum, the following staff throughout the useful life of equipment.

(i) Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs. The Traffic Engineer must possess, at a minimum:

- (1) a thorough understanding of traffic signal design, installation and maintenance;
- (2) a working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory; control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection;
- (3) an ability to supervise subordinate personnel effectively in the assignment of their work;
- (4) a college degree in engineering, which includes course work in traffic engineering; and
- (5) either four years of experience in the field of traffic engineering or its equivalent in graduate college work.

(ii) Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment. The Signal Specialist must possess, at a minimum:

- (1) extensive training and troubleshooting skills in electronics and software;
- (2) ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem;
- (3) ability to make design and modifications to implement or omit special functions;
- (4) ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems; and
- (5) ability to perform all tasks required of a signal technician.

(iii) Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment. The Signal Technician must possess, at a minimum:

- (1) ability to perform response maintenance on solid state equipment up to the device exchange level;
- (2) capability to diagnose a vehicle loop failure and initiate corrective action;
- (3) ability to tune detector amplifiers;
- (4) ability to follow wiring schematics, check and set timings from plan sheet and check all field connections; and
- (5) ability to perform preventive maintenance on all equipment and to maintain accurate records of all work performed.

(b) The staffing requirements may not be altered by the GRANTEE except by request to PENNDOT and receipt of PENNDOT's written approval, or as superseded by specific staffing requirements provided in PENNDOT's Publication 191.

**15. Compliance With Law, Policies and Industry Standards.** GRANTEE agrees to comply with the requirements of all of the following legislation, policies and industry standards when undertaking the Project:

- (a) the Manual on Uniform Traffic Control Devices (MUTCD), approved by the Federal Highway Administrator as the National Standard in accordance with Title 23 U.S. Code, Sections 109(d), 114(a), 217, 315, and 402(a), 23 CFR 655, and 49 CFR 1.48(b)(8), 1.48(b)(33), and 1.48(c)(2);
- (b) the Transportation Research Board's Highway Capacity Manual 2010;
- (c) the Pennsylvania Vehicle Code (75 Pa. C.S. §§3111 – 3115 and §§6101 – 6129);
- (d) PENNDOT Regulations (67 Pa. Code §§205 and 212);
- (e) PENNDOT Publication 13M (Design Manual 2: Highway Design);
- (f) PENNDOT Publication 35 (Bulletin 15 - Approved Construction Materials);
- (g) PENNDOT Publication 46 (Traffic Engineering Manual);
- (h) PENNDOT Publication 72M (Roadway Construction Standards);
- (i) PENNDOT Publication 111 (Traffic Control Pavement marking and Signing Standards);
- (j) PENNDOT Publication 148 (Traffic Standards [TC-8800 Series] Signals);
- (k) PENNDOT Publication 191 (Guidelines for the Maintenance and Operation of Traffic Signals);
- (l) PENNDOT Publication 213 (Temporary Traffic Control Guidelines);
- (m) PENNDOT Publication 236 (Handbook of Approved Signs);
- (n) PENNDOT Publication 408 (Highway Specifications);
- (o) PENNDOT Publication 669 (Traffic Signal Inspection Pocket Guide);
- (p) PENNDOT Traffic Engineering Forms; and
- (q) all active PENNDOT Strike-Off Letters.

**16. Diverse Business Participation for Non-Federal-Funded Projects.** For local transportation organizations, including municipalities that function as transit providers, the GRANTEE shall comply with the provisions of Section 303 of Title 74 of Purdon's Statutes. 74 Pa. C.S. §303 (diverse business participation).

**17. Jurisdiction.** This Grant/Reimbursement Agreement shall be governed by, interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the decisions of the Pennsylvania courts. The GRANTEE consents to the jurisdiction of any court of the

Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The GRANTEE agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

**18. No Attachment by Creditors; No Cause of Action.** The parties do not intend the benefits of this Grant/Reimbursement Agreement to inure to any third party. No portion of PENNDOT's commitment to make the Grant will be subject to attachment or levy by any creditor of the GRANTEE or by any contractor, subcontractor, materialman, or supplier, or any creditor of any contractor, subcontractor, materialman, or supplier. Notwithstanding anything contained in any document executed in connection with this transaction, or any conduct or course of conduct by any of the parties hereto, before or after signing this Grant/Reimbursement Agreement, this Grant/Reimbursement Agreement shall not be construed as creating any rights, claims, or causes of action against the Commonwealth, or any agency, officer, agent, or employee thereof, in favor of any contractor, subcontractor, supplier of labor or materials, or any of their respective creditors, or any other person or entity other than as specifically provided in this Grant/Reimbursement Agreement.

**19. Save Harmless.** During the term of this Grant/Reimbursement Agreement, the GRANTEE shall indemnify and save the DEPARTMENT harmless from and against any damages recoverable under the Political Subdivision Tort Claims Act, 42 Pa. C.S. §§8541-8564, up to the limitations on damages under said law arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of GRANTEE and for which a court has held GRANTEE, its officials or employees to be liable under said law. This provision shall not be construed to limit the GRANTEE in asserting any rights or defenses. Maintenance of a traffic signal under this or any other agreement or permit is a maintenance obligation under 42 Pa. C.S. §8542(b)(6)(ii).

**20. Required Contract Provisions.** The parties agree, and the GRANTEE shall also provide in its contracts for the Project, that all designs, plans, specifications, estimates of cost, construction, utility relocation work, right-of-way acquisition procedures, acceptance of the work and procedures in general, shall at all times conform to all applicable laws, rules, regulations, orders and approvals, including specifically the procedures and requirements relating to labor standards, equal employment opportunity, non-discrimination, antisolicitation, information and reporting provisions. The GRANTEE shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the conditions set forth in the current version of the Commonwealth Non-discrimination/Sexual Harassment Clause, which is attached as Exhibit "F" and made a part of this Grant/Reimbursement Agreement. As used in this clause, the term "Contractor" means the GRANTEE.

**21. Contractor Integrity Provisions.** The GRANTEE shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the current version of the Contractor Integrity Provisions, which are attached as Exhibit "G" and made a part of this Grant/Reimbursement Agreement. As used in these provisions, the term "Contractor" means the GRANTEE.

**22. Offset Provision.** The GRANTEE agrees that the Commonwealth of Pennsylvania ("Commonwealth") may set off the amount of any state tax liability or other obligation of the GRANTEE or its subsidiaries to the Commonwealth against any payments due the GRANTEE under any contract with the Commonwealth.

**23. Provisions Concerning the Americans with Disabilities Act.** GRANTEE shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the current version of the

Provisions Concerning the Americans with Disabilities Act, which are attached as Exhibit "H" and made a part of this Grant/Reimbursement Agreement. As used in these provisions, the term "Contractor" means the GRANTEE.

**24. Contractor Responsibility Provisions.** GRANTEE shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the current version of the Contractor Responsibility Provisions, which are attached as Exhibit "I" and made a part of this Grant/Reimbursement Agreement. As used in these provisions, the term "Contractor" means the GRANTEE.

**25. Right-to-Know Law.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Grant/Reimbursement Agreement. Therefore, this Grant/Reimbursement Agreement is subject to, and the GRANTEE shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as Exhibit "J" and made a part of this Grant/Reimbursement Agreement. As used in this exhibit, the term "Contractor" refers to the GRANTEE.

**26. Amendments and Modifications.** No alterations or variations to this Grant/Reimbursement Agreement shall be valid unless made in writing and signed by the parties. Amendments to this Grant/Reimbursement Agreement shall be accomplished through a formal written document signed by the parties with the same formality as the original Grant/Reimbursement Agreement.

**27. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant/Reimbursement Agreement.

**28. Severability.** The provisions of this Grant/Reimbursement Agreement shall be severable. If any phrase, clause, sentence or provision of this Grant/Reimbursement Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Grant/Reimbursement Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

**29. No Waiver.** Either party may elect not to enforce its rights and remedies under this Grant/Reimbursement Agreement in the event of a breach by other parties of any term or condition of this Grant/Reimbursement Agreement. In any event, the failure by either party to enforce its rights and remedies under this Grant/Reimbursement Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Grant/Reimbursement Agreement.

**30. Independence of the Parties.** It is understood by and between the parties that nothing contained herein is intended or shall be construed to, in any respect, create or establish the relationship of partners between the GRANTEE and PENNDOT, or as constituting PENNDOT as the representative or general agent of the GRANTEE for any purpose whatsoever.

**31. Assignment.** This Grant/Reimbursement Agreement may not be assigned by the GRANTEE, either in whole or in part, without the written consent of the Commonwealth.

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**32. Third Party Beneficiary Rights.** The parties to this Grant/Reimbursement Agreement understand that this Grant/Reimbursement Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Grant/Reimbursement Agreement.

**33. Notices.** All notices and reports arising out of, or from, the provisions of this Grant/Reimbursement Agreement shall be in writing and given to the parties at the address provided under this Grant/Reimbursement Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

**34. Force Majeure.** Neither party shall be liable for failure to perform under this Grant/Reimbursement Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**35. Integration and Merger.** This Grant/Reimbursement Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Grant/Reimbursement Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Grant/Reimbursement Agreement made prior to or at the time this Grant/Reimbursement Agreement is executed are superseded by this Grant/Reimbursement Agreement unless specifically accepted by any other term or provision of this Grant/Reimbursement Agreement. There are no conditions precedent to the performance of this Grant/Reimbursement Agreement except as expressly set forth herein.

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IN WITNESS WHEREOF, the parties have executed this Grant/Reimbursement Agreement on the date first above written.

ATTEST:

GRANTEE

\_\_\_\_\_  
Title: DATE

BY \_\_\_\_\_  
Title: DATE

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
Deputy Secretary of DATE  
Transportation

APPROVED AS TO LEGALITY  
AND FORM

FUNDS COMMITMENT DOC. NO. \_\_\_\_\_  
CERTIFIED FUNDS AVAILABLE UNDER  
SAP NO. \_\_\_\_\_  
SAP COST CENTER \_\_\_\_\_  
GL. ACCOUNT \_\_\_\_\_  
AMOUNT \_\_\_\_\_

BY \_\_\_\_\_  
for Chief Counsel Date

BY \_\_\_\_\_  
Deputy General Counsel Date

BY \_\_\_\_\_  
for Comptroller Date

BY \_\_\_\_\_  
Deputy Attorney General Date

Contract No. 2016GLG017 is split 100%, expenditure amount of 0% for federal funds and 100%, expenditure amount of \$135,200.00 for state funds. The related federal assistance program name and number is \_\_\_\_\_; \_\_\_\_\_. The state assistance program name and SAP Fund is 1107300113; \_\_\_\_\_.

CITY OF SCRANTON

ATTEST:

BY: \_\_\_\_\_  
Lori Reed, City Clerk

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
William L. Courtright, Mayor

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Roseann Novembrino, City Controller

Date: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Jessica L. Eskra, Esq., City Solicitor

Date: \_\_\_\_\_

# Local Project Element – Invoice

(The following screenshots contain sample data and do not depict an actual awarded grant or funding.)

## Invoice Summary

**dotGrants** Bureau of Transportation Operations

Project: (GLG INV-2015-21102-0015)

DEPARTMENT / COUNTY: DE - Cumberland County  
 GRANT ID: 0102281521102-0015  
 PROJECT NAME: Cumberland County Local Project  
 FUNDING STATUS: Payment Request

**SECTION 1 - THIS INVOICE ACTUALS**

ACTIVITY	STATE FUNDING	LOCAL CONTRIBUTION	TOTAL INVOICE TOTAL
Professional Engineering	\$0.00	\$0.00	\$0.00
Plan Design Cost	\$0.00	\$0.00	\$0.00
Utilities Cost	\$0.00	\$0.00	\$0.00
Right-of-Way Costs	\$0.00	\$0.00	\$0.00
Construction Cost	\$1,000.00	\$0.00	\$1,000.00
Miscellaneous Services	\$0.00	\$0.00	\$0.00
<b>Total Invoice Amount</b>	<b>\$1,000.00</b>	<b>\$0.00</b>	<b>\$1,000.00</b>

**SECTION 2 - TO-DATE INVOICE TOTAL**

ACTIVITY	STATE FUNDING	LOCAL CONTRIBUTION	TOTAL INVOICE TOTAL
Professional Engineering	\$0.00	\$0.00	\$0.00
Plan Design Cost	\$0.00	\$0.00	\$0.00
Utilities Cost	\$0.00	\$0.00	\$0.00
Right-of-Way Costs	\$0.00	\$0.00	\$0.00
Construction Cost	\$1,000.00	\$0.00	\$1,000.00
Miscellaneous Services	\$0.00	\$0.00	\$0.00
<b>Total Invoice Amount</b>	<b>\$1,000.00</b>	<b>\$0.00</b>	<b>\$1,000.00</b>

**SECTION 3 - REMAINING TO COMPLETE PROJECT**

ACTIVITY	STATE FUNDING	LOCAL CONTRIBUTION	TOTAL INVOICE TOTAL
Approved Awarded Amount	\$2,500.00	\$2,500.00	\$5,000.00
Actual Expenses in This Services	\$1,000.00	\$0.00	\$1,000.00
Actual Expenses in Other Services	\$0.00	\$0.00	\$0.00
<b>Remaining Funds Available</b>	<b>\$1,500.00</b>	<b>\$2,500.00</b>	<b>\$4,000.00</b>

Exhibit "E"  
Page 2 of 3

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[illegible]



**NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]**

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any of its employees.
3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate in violation of the PHRA and applicable federal laws against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
5. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

Exhibit F

6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
7. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.



## CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
  - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - e. **"Financial Interest"** means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
  - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
  - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3) had any business license or professional license suspended or revoked;
  - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act* (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code* (25 P.S. §3260a).
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

**PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT H

### **Contractor Responsibility Provisions**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offer or, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

### Grant Provisions – Right to Know Law

- a. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”). For the purpose of these provisions, the term “the Commonwealth” shall refer to the granting Commonwealth agency.
- b. If the Commonwealth needs the Grantee’s or Subgrantee’s assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires Grantee’s or Subgrantee’s assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee’s or Subgrantee’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), Grantee or Subgrantee shall:
  - 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee’s or Subgrantee’s possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- d. If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.

### EXHIBIT J

f. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

#### EXHIBIT J



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

February 5, 2018

RECEIVED

FEB - 5 2018

OFFICE OF CITY  
COUNCIL/CITY CLERK

To the Honorable Council  
Of the City of Scranton  
Municipal Building  
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION RATIFYING AND APPROVING THE SUBMISSION OF THE GRANT APPLICATION BY THE GRANT MANAGER OF THE CITY OF SCRANTON, LACKAWANNA COUNTY, FOR A PENNSYLVANIA DEPARTMENT OF TRANSPORTATION GREEN LIGHT GO PROGRAM (ROUND 3) GRANT TO REPLACE THE TRAFFIC SIGNAL AT GREEN RIDGE STREET AND WYOMING AVENUE AND AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO ACCEPT AND DISBURSE THE GRANT FUNDS IN THE AMOUNT OF \$135,200.00 TO REPLACE THE TRAFFIC SIGNAL AT GREEN RIDGE STREET AND WYOMING AVENUE.

Respectfully,

*Jessica Eskra (s)*  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl